



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD MEETING AGENDA

**Monday, April 25, 2016
6:30 P.M.**

**Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513**

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Brigid Weber

BOARD OF TRUSTEES
Ryan P. Evans
Michael J. Garvey
Nicole M. Gilhooly
David P. LeClere
Brian S. Oberhauser
Michelle D. Ryan

VILLAGE MANAGER
Keith R. Sbiral

MEMBER OF
Illinois Municipal League
Proviso Township
Municipal League
West Central
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

- I. OPENING CEREMONIES: Pledge of Allegiance to the Flag
- II. Roll Call
- III. Appointments and Presentations
 - Presentation of Donation Check for Trees – Jason Vitell, Brookfield LaGrange Park Lyons Club
 - Proclamation – Arbor Day, April 29, 2016
 - Appointment – Beautification Committee – Karl Sokol
- IV. PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA
- V. OMNIBUS AGENDA
 - No items this evening

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.

VI. REPORTS OF SPECIAL COMMITTEES

Trustee Oberhauser	Finance, Conservation Approval of Warrant(s)
Trustee Gilhooley	Recreation, Library
Trustee Ryan	Beautification, Chamber of Commerce
Trustee Evans	Administration, DPW, Public Safety
Trustee Garvey	Planning and Zoning Commission, WCMC Solid Waste
Trustee LeClere	Special Events
President Ketchmark	Economic Development, Brookfield Zoo, WCMC, PZED

VII. New Business

- A. **Ordinance 2016- 21** - An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class S1 Liquor Licenses
- B. **Resolution 2016-1028** – A Resolution Authorizing the Execution of an Intergovernmental Agreement by and between the Village of Brookfield and the Village of Lyons for Improvements to Custer Avenue
- C. **Resolution 2016-1029** – A Resolution to Approve and Authorize the Execution of a Professional Design and Construction Engineering Services Agreement by and between Edwin Hancock Engineering Company and the Village of Brookfield, Illinois for the 2016 Street Improvements Project
- D. **Resolution 2016-1030** - A Resolution Awarding a Contract for the 2016 Sewer Cleaning and Televising for the Village of Brookfield, Illinois
- E. **Resolution 2016-1032** - A Resolution Authorizing the Execution of a Legal Services Agreement by and between Storino, Ramello and Durkin and the Village of Brookfield, Illinois for the Village of Brookfield General Obligation Bonds Series 2016
- F. **Resolution 2016-1033** – A Resolution Authorizing the Execution of A Consultant Services Agreement by and between Kane McKenna Capital Inc. and the Village of Brookfield General Obligation Bonds Series 2016
- G. **Resolution 2016-1034** - A Resolution Authorizing the Execution of a Legal Services Agreement by and between Chapman and Cutler, LLP and the Village of Brookfield, Illinois for the Village of Brookfield General Obligation Bonds Series 2016

VIII. Managers Report

- IX. **Executive Session** - pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation, pursuant to Section 2(c)(5) of the Open Meetings Act to discuss purchase or lease of real property for the village's use, pursuant to Section 2(c)(6) of the Open Meetings Act to discuss the setting of a price for sale or lease of village property and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific village employees

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X. New Business, continued

- A. Resolution 2016-1031** – A Resolution to Approve and Authorize the Execution of a First Amendment to the Village of Brookfield Village Manager Employment Agreement

XI. Adjournment

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.



Proclamation

Arbor Day in the Village of Brookfield
April 29, 2016

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

WHEREAS, BROOKFIELD has been recognized as a Tree City, USA by the National Arbor Day Foundation and desires to continue its tree-planting ways.

NOW, THEREFORE, I, Kit P. Ketchmark, President of the Village of Brookfield, do hereby proclaim April 29, 2016, as Arbor Day in the Village of Brookfield and I urge all citizens to support efforts to protect our trees and woodlands and to support our Village's urban forestry program, and

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

Signed this 25th day of April 2016.

Kit P. Ketchmark, Village President

VILLAGE OF BROOKFIELD

CORPORATE WARRANT – 04/25/2016

FOR THE PERIOD 04/11/2016 TO 04/25/2016

TO THE TREASURER OF THE VILLAGE OF BROOKFIELD –

YOU ARE HEREBY AUTHORIZED AND DIRECTED TO MAKE PAYMENT ON THE ITEMS LISTED AND APPROVED BY THE PRESIDENT AND TRUSTEES AND TO CHARGE THE SAME TO THE ACCOUNTS SO DESIGNATED.

******APPROVED FOR PAYMENT – VILLAGE OF BROOKFIELD BOARD******

Corporate Warrant # 04/25/2016 in the Total Amount of \$565,265.56

President

Chairman of Finance Committee

Village Manager

Village Clerk

Corporate Warrant-04/25/2016

From Payment Date: 4/12/2016 - To Payment Date: 4/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PFC - PUBLIC FUND CHECKING									
<u>Check</u>									
19369	04/12/2016	Open			Utility Management Refund	MEYERS, R	\$10.50		
19370	04/12/2016	Open			Utility Management Refund	MEZERA, V	\$13.13		
19371	04/12/2016	Open			Utility Management Refund	ZAJAC, V	\$81.86		
19372	04/12/2016	Open			Utility Management Refund	ELSEY, PATRICK	\$37.11		
19373	04/12/2016	Open			Utility Management Refund	SHANKLAND PROPERTIES	\$43.13		
19374	04/12/2016	Open			Utility Management Refund	KETCHMARK, PATRICIA	\$68.95		
19375	04/12/2016	Open			Utility Management Refund	JASON & ALLISON GORDON	\$37.11		
<div> <div>Account Type</div> <div>Residential</div> </div> <div> <div>Account Number</div> <div>202259-001</div> </div> <div> <div>Description</div> <div></div> </div> <div> <div>Transaction Date</div> <div>04/08/2016</div> </div> <div> <div>Transaction Type</div> <div>REFUND ADJUSTMENT</div> </div>									
19376	04/12/2016	Open			Accounts Payable	Cook County Clerk	\$10.00		
<div> <div>Invoice</div> <div>040816</div> </div> <div> <div>Date</div> <div>04/08/2016</div> </div> <div> <div>Description</div> <div>Record notary commission</div> </div> <div> <div>Amount</div> <div>\$10.00</div> </div>									
19377	04/12/2016	Open			Utility Management Refund	PORTER, P	\$117.67		
19378	04/12/2016	Open			Utility Management Refund	BOGDANOVSKI, BOBAN	\$84.01		
19379	04/13/2016	Open			Accounts Payable	Linares, Angeline	\$80.00		
<div> <div>Invoice</div> <div>RT1983</div> </div> <div> <div>Date</div> <div>04/16/2015</div> </div> <div> <div>Description</div> <div>refund for double-booked picnic date</div> </div> <div> <div>Amount</div> <div>\$80.00</div> </div>									
19380	04/13/2016	Open			Utility Management Refund	BEROUKA, A	\$14.46		
19381	04/13/2016	Open			Utility Management Refund	STRONGHILL GROUP	\$13.13		
19382	04/13/2016	Open			Utility Management Refund	GARCIA, SANDRA	\$63.77		
19383	04/13/2016	Open			Utility Management Refund	MATZINGER, M, M	\$166.90		
<div> <div>Account Type</div> <div>Residential</div> </div> <div> <div>Account Number</div> <div>102208-001</div> </div> <div> <div>Description</div> <div></div> </div> <div> <div>Transaction Date</div> <div>04/13/2016</div> </div> <div> <div>Transaction Type</div> <div>REFUND ADJUSTMENT</div> </div>									
19384	04/13/2016	Open			Accounts Payable	HRdirect	\$83.25		
<div> <div>Invoice</div> <div>INV3393636</div> </div> <div> <div>Date</div> <div>02/02/2016</div> </div> <div> <div>Description</div> <div>attendance calendar</div> </div> <div> <div>Amount</div> <div>\$83.25</div> </div>									
19385	04/13/2016	Open			Utility Management Refund	SUMMERFELT, R	\$71.81		
19386	04/13/2016	Open			Utility Management Refund	KUDIA, S	\$32.22		
19387	04/15/2016	Open			Utility Management Refund	ANDERSON, M	\$37.11		
19388	04/20/2016	Open			Utility Management Refund	FUEGO INC	\$74.98		

Corporate Warrant-04/25/2016

From Payment Date: 4/12/2016 - To Payment Date: 4/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19389	04/25/2016	Open			Accounts Payable	A & M Parts Inc.	\$5,442.19		
	Invoice		Date	Description		Amount			
	552098		04/12/2016	Ford truck Expedition engine		\$4,406.60			
	563642		04/12/2016	parts		(\$91.84)			
	562453		04/12/2016	Ford Crown Victoria parts		\$630.91			
	564067		04/12/2016	fuel filter, accufit conventional		\$461.99			
	564983		04/18/2016	fuel filter		\$34.53			
19390	04/25/2016	Open			Accounts Payable	A. Block Marketing, Inc.	\$50.00		
	Invoice		Date	Description		Amount			
	00066194		04/18/2016	tipping fee		\$50.00			
19391	04/25/2016	Open			Accounts Payable	AAA Accurate Appliance Service Inc.	\$54.00		
	Invoice		Date	Description		Amount			
	0363		04/12/2016	washing maching repair		\$54.00			
19392	04/25/2016	Open			Accounts Payable	Accurate Document Destruction	\$144.92		
	Invoice		Date	Description		Amount			
	13977900		04/12/2016	document destruction		\$80.12			
	13978757		04/18/2016	doc destruction		\$64.80			
19393	04/25/2016	Open			Accounts Payable	Aftermath	\$105.00		
	Invoice		Date	Description		Amount			
	JC2016-6827		04/18/2016	biohazard		\$105.00			
19394	04/25/2016	Open			Accounts Payable	Air One Equipment, Inc.	\$658.25		
	Invoice		Date	Description		Amount			
	111687		04/12/2016	compressor 6 mnths maintenance		\$658.25			
19395	04/25/2016	Open			Accounts Payable	Airgas USA, LLC	\$419.55		
	Invoice		Date	Description		Amount			
	9500324108		04/19/2016	medical oxygen		\$179.75			
	9934906775		04/18/2016	rent cylindrs		\$217.44			
	9050001815		04/18/2016	wire monocoil		\$22.36			
19396	04/25/2016	Open			Accounts Payable	American Water Works Assoc	\$250.00		
	Invoice		Date	Description		Amount			
	0001328619		04/18/2016	2016 annual conf		\$125.00			
	0001328620		04/18/2016	2016 annual conf		\$125.00			
19397	04/25/2016	Open			Accounts Payable	AT&T National Compliance Center	\$150.00		
	Invoice		Date	Description		Amount			
	211377		04/18/2016	LEA tracking device during homicide investigation		\$75.00			
	210764		04/18/2016	tracking during homicide investigation		\$75.00			
19398	04/25/2016	Open			Accounts Payable	Avalon Petroleum Co.	\$8,950.34		
	Invoice		Date	Description		Amount			
	016754		04/12/2016	low sulfur diesel		\$2,843.75			
	555325		04/12/2016	rfg 10% ethanol		\$6,106.59			
19399	04/25/2016	Open			Accounts Payable	B & F Construction Code Services, Inc.	\$1,508.24		
	Invoice		Date	Description		Amount			
	43742		04/19/2016	Project #1114801, 4132 Forest		\$650.00			
	43704		04/18/2016	3420 Vernon project		\$539.20			
	43705		04/18/2016	4314 Raymond project		\$319.04			

Corporate Warrant-04/25/2016

From Payment Date: 4/12/2016 - To Payment Date: 4/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19400	04/25/2016	Open			Accounts Payable	Ben's Rental & Sales	\$93.50		
	Invoice		Date	Description		Amount			
	3719		04/12/2016	log splitter		\$93.50			
19401	04/25/2016	Open			Accounts Payable	Bluder's Tree Sevice	\$9,900.00		
	Invoice		Date	Description		Amount			
	3938		04/12/2016	stumps removal		\$5,000.00			
	3939		04/12/2016	stumps removal		\$4,900.00			
19402	04/25/2016	Open			Accounts Payable	Blue Tarp Financial, Inc.	\$511.05		
	Invoice		Date	Description		Amount			
	35148456		04/18/2016	pacer hydraulic drive		\$511.05			
19403	04/25/2016	Open			Accounts Payable	Brookfield True Value Hardware	\$181.84		
	Invoice		Date	Description		Amount			
	89245		04/12/2016	supplies		\$86.38			
	89252		04/12/2016	wrench, screws		\$11.62			
	89266		04/12/2016	keys		\$3.87			
	89271		04/12/2016	spray paint		\$4.49			
	89219		04/12/2016	nails, blade		\$7.18			
	89220		04/12/2016	drill bits		\$2.67			
	89222		04/12/2016	paint roller handles		\$5.38			
	89233		04/12/2016	switch covera		\$11.71			
	89218		04/12/2016	tub of mud, liquid plumber, wet jet wood		\$25.15			
	89270		04/12/2016	supplies		\$23.39			
19404	04/25/2016	Open			Accounts Payable	Case Lots, Inc.	\$356.55		
	Invoice		Date	Description		Amount			
	012328		04/12/2016	janitorial supplies		\$356.55			
19405	04/25/2016	Open			Accounts Payable	Comcast	\$167.82		
	Invoice		Date	Description		Amount			
	2016-00000269		04/19/2016	8771 20 167 0016389 - cable at DPW		\$17.97			
	2016-00000270		04/19/2016	internet @ VH		\$149.85			
19406	04/25/2016	Open			Accounts Payable	ComEd	\$884.33		
	Invoice		Date	Description		Amount			
	2016-00000267		04/12/2016	2083099069 - svc @ 8501 Brookfield		\$105.89			
	2016-00000268		04/12/2016	0683030051 - svc @ 8652 Southview		\$30.66			
	2016-00000271		04/19/2016	0134327003 - Dusk to Dawn		\$747.78			
19407	04/25/2016	Open			Accounts Payable	Connell Plumbing, Inc.	\$1,195.00		
	Invoice		Date	Description		Amount			
	04042016		04/12/2016	faucets, chi stems, supply lines, trap		\$1,195.00			
19408	04/25/2016	Open			Accounts Payable	Costar Realty Information, Inc.	\$977.36		
	Invoice		Date	Description		Amount			
	2016-00000272		04/19/2016	property professional		\$977.36			
19409	04/25/2016	Open			Accounts Payable	De Lage Landen Public Finance	\$575.25		
	Invoice		Date	Description		Amount			
	2016-00000266		04/12/2016	copiers		\$575.25			
19410	04/25/2016	Open			Accounts Payable	Duncan Associates	\$4,312.35		
	Invoice		Date	Description		Amount			
	881-16-01		04/12/2016	initial draft USE MODERNIZATION		\$4,312.35			

Corporate Warrant-04/25/2016

From Payment Date: 4/12/2016 - To Payment Date: 4/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19411	04/25/2016	Open			Accounts Payable	Dynegy Energy Services	\$15,005.03		
	Invoice		Date	Description		Amount			
	2016-00000273		04/19/2016	Account ID 0307039096 - Street Lighting		\$15,005.03			
19412	04/25/2016	Open			Accounts Payable	Environmental Systems Research Institute, Inc.	\$2,000.00		
	Invoice		Date	Description		Amount			
	93114487		04/12/2016	arcGIS desktop standard		\$2,000.00			
19413	04/25/2016	Open			Accounts Payable	FedEx	\$15.35		
	Invoice		Date	Description		Amount			
	5-360-67861		04/19/2016	merchandise sales		\$15.35			
19414	04/25/2016	Open			Accounts Payable	Global Capacity	\$523.25		
	Invoice		Date	Description		Amount			
	49448305		04/19/2016	dsl service		\$523.25			
19415	04/25/2016	Open			Accounts Payable	Global Equipment Company	\$882.70		
	Invoice		Date	Description		Amount			
	109269533		04/18/2016	blinker paddle		\$882.70			
19416	04/25/2016	Open			Accounts Payable	Grainger	\$33.64		
	Invoice		Date	Description		Amount			
	9072244115		04/12/2016	replacement eye wash bottle		\$33.64			
19417	04/25/2016	Open			Accounts Payable	Groot Industries, Inc.	\$570.00		
	Invoice		Date	Description		Amount			
	13981684		04/19/2016	ewaste container		\$570.00			
19418	04/25/2016	Open			Accounts Payable	Groot Industries, Inc.	\$97,752.37		
	Invoice		Date	Description		Amount			
	13983704		04/19/2016	residential garbage svc		\$97,752.37			
19419	04/25/2016	Open			Accounts Payable	Groot Industries, Inc.	\$23,198.59		
	Invoice		Date	Description		Amount			
	13983705		04/19/2016	yard waste		\$23,198.59			
19420	04/25/2016	Open			Accounts Payable	Illinois State Police-Bureau of Identification	\$59.50		
	Invoice		Date	Description		Amount			
	04112016		04/18/2016	ORI		\$59.50			
19421	04/25/2016	Open			Accounts Payable	Illinois State Toll Highway Authority	\$49.25		
	Invoice		Date	Description		Amount			
	g16723490		04/18/2016	tollway		\$49.25			
19422	04/25/2016	Open			Accounts Payable	Infinity Communications Group	\$474.73		
	Invoice		Date	Description		Amount			
	8260		04/12/2016	signs/stencils "block party"		\$474.73			
19423	04/25/2016	Open			Accounts Payable	IPELRA	\$110.00		
	Invoice		Date	Description		Amount			
	05192016		04/18/2016	seminar (Robbins & Lenzi)		\$110.00			
19424	04/25/2016	Open			Accounts Payable	IRMA	\$3,149.85		
	Invoice		Date	Description		Amount			
	03312016		04/18/2016	march deductible		\$3,149.85			

Corporate Warrant-04/25/2016

From Payment Date: 4/12/2016 - To Payment Date: 4/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19425	04/25/2016	Open			Accounts Payable	J & L Electronic Service, Inc.	\$105.00		
	Invoice		Date	Description		Amount			
	89141G		04/18/2016	911 server maintenance		\$105.00			
19426	04/25/2016	Open			Accounts Payable	J & L Engraving	\$27.50		
	Invoice		Date	Description		Amount			
	2092		04/12/2016	passport tags		\$27.50			
19427	04/25/2016	Open			Accounts Payable	Kara Co Inc.	\$31.72		
	Invoice		Date	Description		Amount			
	317873		04/18/2016	wire flags		\$31.72			
19428	04/25/2016	Open			Accounts Payable	La Grange Pk Ace Hardware	\$38.63		
	Invoice		Date	Description		Amount			
	62606		04/12/2016	light panel		\$16.18			
	63033		04/12/2016	gorilla epoxy		\$6.29			
	63111		04/12/2016	staple 3/8"		\$16.16			
19429	04/25/2016	Open			Accounts Payable	Lehto, Roy	\$68.00		
	Invoice		Date	Description		Amount			
	04122016		04/18/2016	tools supplies for Project NICE		\$68.00			
19430	04/25/2016	Open			Accounts Payable	Living Waters Consultants, Inc.	\$550.00		
	Invoice		Date	Description		Amount			
	2009		04/12/2016	NATIVE PLANT MAINT		\$550.00			
19431	04/25/2016	Open			Accounts Payable	Major Case Assistance Team	\$750.00		
	Invoice		Date	Description		Amount			
	042016		04/18/2016	MCAT membership dues		\$750.00			
19432	04/25/2016	Open			Accounts Payable	Menards	\$1,535.69		
	Invoice		Date	Description		Amount			
	30036		04/12/2016	KNEE PADS, CASTLEBROOK 35YR		\$85.93			
	29917		04/12/2016	GLOVES, TAPE, KNEEPADS		\$49.91			
	30023		04/12/2016	FASCIA		\$14.52			
	30131		04/12/2016	ANCHOR KIT, SIDEWALL GRILLE		\$28.47			
	30218		04/12/2016	SUPPLIES		\$66.92			
	30524		04/12/2016	TOOLS AND SUPPLIES		\$638.87			
	30664		04/18/2016	unibit step drill bit, drill kit		\$188.97			
	29389		04/18/2016	paint supplies		\$246.31			
	29395		04/18/2016	pant supplies		\$148.65			
	30954		04/18/2016	2x8 treated, basketball net		\$67.14			
19433	04/25/2016	Open			Accounts Payable	Midwest Meter Inc.	\$4,097.50		
	Invoice		Date	Description		Amount			
	0076157-IN		04/12/2016	METER BASES, COUPLING, REGISTER		\$4,097.50			
19434	04/25/2016	Open			Accounts Payable	Midwest Orthopaedics at Rush	\$80.00		
	Invoice		Date	Description		Amount			
	03312016		04/12/2016	DRUG SCREENING		\$80.00			
19435	04/25/2016	Open			Accounts Payable	NFPA	\$175.00		
	Invoice		Date	Description		Amount			
	6657028X		04/19/2016	membership renewal		\$175.00			

Corporate Warrant-04/25/2016

From Payment Date: 4/12/2016 - To Payment Date: 4/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19436	04/25/2016	Open			Accounts Payable	NICOR	\$287.73		
	Invoice		Date	Description		Amount			
	2016-00000278		04/19/2016	4301 Elm		\$50.42			
	2016-00000279		04/19/2016	4523 Eberly		\$237.31			
19437	04/25/2016	Open			Accounts Payable	Passport Parking, LLC	\$294.25		
	Invoice		Date	Description		Amount			
	3213		04/18/2016	mobile pay service march2016		\$294.25			
19438	04/25/2016	Open			Accounts Payable	Pepsi-Cola	\$193.42		
	Invoice		Date	Description		Amount			
	31905416		04/18/2016	beverages		\$193.42			
19439	04/25/2016	Open			Accounts Payable	Physio-Control, Inc.	\$1,149.00		
	Invoice		Date	Description		Amount			
	416093782		04/12/2016	maintenance agreement		\$1,149.00			
19440	04/25/2016	Open			Accounts Payable	Pinner Electric, Inc.	\$2,881.42		
	Invoice		Date	Description		Amount			
	26743		04/12/2016	electric supplies		\$2,881.42			
19441	04/25/2016	Open			Accounts Payable	Priority Print	\$112.60		
	Invoice		Date	Description		Amount			
	20160620		04/18/2016	stop cards 10pads of 25		\$58.60			
	20160701		04/18/2016	business cards		\$54.00			
19442	04/25/2016	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$646.45		
	Invoice		Date	Description		Amount			
	1621212-IN		04/18/2016	9mm luger 115GR, 922 luger 147GR		\$291.25			
	1621315-IN		04/18/2016	lites leather oxford 11eee		\$147.70			
	1620419-IN		04/18/2016	shirt & pants MORGAN SCHEER		\$157.50			
	1618636-IN		04/18/2016	set up fee for PD star		\$50.00			
19443	04/25/2016	Open			Accounts Payable	Sam's Club	\$296.40		
	Invoice		Date	Description		Amount			
	005850		04/18/2016	Let's Win food and beverage		\$296.40			
19444	04/25/2016	Open			Accounts Payable	Scout Electric Supply Co.	\$360.45		
	Invoice		Date	Description		Amount			
	159946		04/12/2016	electrical supplies		\$360.45			
19445	04/25/2016	Open			Accounts Payable	Special T Unlimited	\$528.00		
	Invoice		Date	Description		Amount			
	18404		04/12/2016	uniforms		\$528.00			
19446	04/25/2016	Open			Accounts Payable	Staples Advantage	\$474.74		
	Invoice		Date	Description		Amount			
	3297368332		04/12/2016	office supplies		\$29.18			
	3297368331		04/12/2016	office supplies		\$275.73			
	3284268023		04/18/2016	office supplies		\$169.83			
19447	04/25/2016	Open			Accounts Payable	Tapco	\$636.12		
	Invoice		Date	Description		Amount			
	1522682		04/18/2016	sign, sign stand		\$636.12			

Village of Brookfield
Corporate Warrant-04/25/2016

From Payment Date: 4/12/2016 - To Payment Date: 4/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19448	04/25/2016	Open			Accounts Payable	Third Millennium Associates, Inc	\$560.44		
	Invoice		Date	Description		Amount			
	19330		04/19/2016	April 2016 utility bills		\$560.44			
19449	04/25/2016	Open			Accounts Payable	Thompson Elevator Inspection Service Inc.	\$93.00		
	Invoice		Date	Description		Amount			
	16-0374		04/18/2016	cornerstone church, congress park school inspections		\$93.00			
19450	04/25/2016	Open			Accounts Payable	Thomson Reuters - West	\$369.00		
	Invoice		Date	Description		Amount			
	833817306		04/18/2016	subscription		\$369.00			
19451	04/25/2016	Open			Accounts Payable	Traffic Control & Protection	\$2,965.00		
	Invoice		Date	Description		Amount			
	86213		04/18/2016	telspar post, telspar anchor, cones 28"		\$2,965.00			
19452	04/25/2016	Open			Accounts Payable	Tri-River Police Training Region, Inc	\$300.00		
	Invoice		Date	Description		Amount			
	3956		04/18/2016	40hr Firearms Instructor Course (Hartnett)		\$300.00			
19453	04/25/2016	Open			Accounts Payable	Unifirst Corporation	\$658.39		
	Invoice		Date	Description		Amount			
	2016-00000262		04/12/2016	laundry service		\$155.42			
	2016-00000263		04/12/2016	Village Hall Mats		\$119.85			
	2016-00000264		04/12/2016	Metra Station Mats		\$28.25			
	2016-00000265		04/12/2016	Public Works Mats		\$26.15			
	2016-00000280		04/18/2016	laundry service		\$154.47			
	2016-00000281		04/18/2016	Village Hall Mats		\$119.85			
	2016-00000282		04/18/2016	Metra Station Mats		\$28.25			
	2016-00000283		04/18/2016	Public Works Mats		\$26.15			
19454	04/25/2016	Open			Accounts Payable	Warehouse Direct Workplace Solutions	\$14.07		
	Invoice		Date	Description		Amount			
	3021835-0		04/12/2016	misc office supplies		\$14.07			
19455	04/25/2016	Open			Accounts Payable	Wentworth Tire Service	\$506.72		
	Invoice		Date	Description		Amount			
	448563		04/12/2016	TIRES		\$506.72			
19456	04/25/2016	Open			Accounts Payable	West Central Municipal Conference	\$1,602.51		
	Invoice		Date	Description		Amount			
	0008191-IN		04/19/2016	EAP for 2016, admin fee		\$1,602.51			
19457	04/25/2016	Open			Accounts Payable	West Cook County Solid Waste Agency	\$22,079.65		
	Invoice		Date	Description		Amount			
	2016-00000277		04/19/2016	Disp/Admin fee		\$22,079.65			
19458	04/25/2016	Open			Accounts Payable	Winger Marketing	\$1,402.50		
	Invoice		Date	Description		Amount			
	2830		04/18/2016	remainder of website copy rewrite project		\$1,402.50			
19459	04/25/2016	Open			Accounts Payable	Zimmerman, Ryan	\$185.00		
	Invoice		Date	Description		Amount			
	921		04/12/2016	WEATHER SERVICE 4/2016		\$185.00			

Corporate Warrant-04/25/2016

From Payment Date: 4/12/2016 - To Payment Date: 4/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19460	04/25/2016 Invoice	Open	Date	Description	Accounts Payable	Cortwright, Cheryl	\$110.50		
	040616		04/18/2016	uniform allowance			\$110.50		
19461	04/25/2016 Invoice	Open	Date	Description	Accounts Payable	Harrison, David	\$107.11		
	041116		04/18/2016	reimbursement for purchase of range supplies			\$107.11		
19462	04/25/2016 Invoice	Open	Date	Description	Accounts Payable	Kross, Kent	\$87.65		
	040616		04/18/2016	uniform allowance			\$87.65		
19463	04/25/2016 Invoice	Open	Date	Description	Accounts Payable	Mihalik, James	\$263.78		
	041516		04/18/2016	meal/gas reimbursement during training			\$263.78		
19464	04/25/2016 Invoice	Open	Date	Description	Accounts Payable	Palos, Robert	\$346.49		
	040616		04/18/2016	uniform allowance			\$346.49		
19465	04/25/2016 Invoice	Open	Date	Description	Accounts Payable	Reyes, Anthony	\$124.78		
	040616		04/18/2016	uniform allowance			\$124.78		
19466	04/25/2016 Invoice	Open	Date	Description	Accounts Payable	Andel, David	\$777.50		
	041116		04/18/2016	tuition reimbursement			\$777.50		
19467	04/25/2016 Invoice	Open	Date	Description	Accounts Payable	Bernacki, Scott	\$33.26		
	041816		04/18/2016	mileage for NWS user group meeting			\$33.26		
19468	04/25/2016 Invoice	Open	Date	Description	Accounts Payable	Cooper, Douglas	\$233.35		
	041816		04/18/2016	reimbursement - Crains subscription, Comcast			\$233.35		
19469	04/25/2016 Invoice	Open	Date	Description	Accounts Payable	Egan, Emily	\$1,316.41		
	040716		04/18/2016	reimbursement for national APA conference			\$1,316.41		
19470	04/25/2016 Invoice	Open	Date	Description	Accounts Payable	Greifer, Nicholas	\$114.03		
	041116		04/18/2016	metra/mileage reimbursement			\$114.03		
19471	04/25/2016 Invoice	Open	Date	Description	Accounts Payable	Rovner, Jessica	\$24.30		
	041816		04/18/2016	mileage to NWS user group meeting			\$24.30		
19472	04/25/2016 Invoice	Open	Date	Description	Accounts Payable	Mc Clendon, Gerald	\$900.00		
	041116		04/18/2016	performance at Bike Brookfield event			\$900.00		
Type Check Totals:					104 Transactions		\$232,347.96		
EFT									
390	04/22/2016 Invoice	Open	Date	Description	Accounts Payable	Village of Brookfield	\$321,185.91		
	2016-00000284		04/20/2016	salaries			\$321,185.91		

Corporate Warrant-04/25/2016

From Payment Date: 4/12/2016 - To Payment Date: 4/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
391	04/22/2016	Open			Accounts Payable	Village of Brookfield	\$11,632.85		
	Invoice		Date	Description		Amount			
	2016-00000285		04/20/2016	FICA/Medicare		\$11,632.85			
392	04/22/2016	Open			Accounts Payable	Village of Brookfield	\$98.84		
	Invoice		Date	Description		Amount			
	2016-00000286		04/20/2016	SUI		\$98.84			

Type EFT Totals:

PFC - PUBLIC FUND CHECKING Totals

3 Transactions

\$332,917.60

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	104	\$232,347.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	104	\$232,347.96	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$332,917.60	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	3	\$332,917.60	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	107	\$565,265.56	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	107	\$565,265.56	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	104	\$232,347.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	104	\$232,347.96	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$332,917.60	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	3	\$332,917.60	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	107	\$565,265.56	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	107	\$565,265.56	\$0.00

ORDINANCE NO. 2016 - 21

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS S1 LIQUOR LICENSES**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 25th DAY OF APRIL 2016**

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 25th day of APRIL 2016

ORDINANCE NO. 2016 - 21

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS S1 LIQUOR LICENSES**

WHEREAS, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

WHEREAS, Section 06-98 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class S1 liquor license, which is a subsidiary license, for the retail sale of alcoholic liquor in locations external to the premises located on the public right-of-way immediately adjacent to and abutting the licensed premises;

WHEREAS, Section 06-84, as amended by Ordinance No. 2016-08, of the Village of Brookfield Code of Ordinances provides that the number of Class S1 liquor licenses shall not exceed zero (0);

WHEREAS, there is an application currently pending for the issuance of a Class S1 liquor license to serve alcoholic liquor on the public right-of-way submitted by Stephen Landrey, doing business as the Brookfield Ale House, 8900 Fairview Avenue, Brookfield, Illinois; and

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create a Class S1 liquor license to accommodate the currently pending license application;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Creation of a Class S1 License.

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

The maximum number of licenses that may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed three (3).
- (2) The total number of Class 2 licenses shall not exceed ten (10).
- (3) The total number of Class 2A licenses shall not exceed zero (0).
- (4) The total number of Class 2B licenses shall not exceed one (1).
- (5) The total number of Class 2C licenses shall not exceed one (1).
- (6) The total number of Class 3 licenses shall not exceed seven (7).
- (7) The total number of Class 4 licenses shall not exceed three (3).
- (8) The total number of Class 5 licenses shall not exceed three (3).
- (9) The total number of Class 6 licenses shall not exceed three (3).
- (10) The total number of Class 7 licenses shall not exceed one (1).
- (11) The total number of Class 7A licenses shall not exceed (1).
- (12) The total number of Class 8 licenses shall not exceed one (1).
- (13) The total number of Class 9 licenses shall not exceed zero (0).
- (14) The total number of Class 10 licenses shall not exceed one (1).
- (15) The total number of Class 11 licenses shall not exceed one (1).

- (16) The total number of Class 12 licenses shall not exceed two (2).
- (17) The total number of Class S licenses shall not exceed eight (8)
- (18) The total number of Class S1 licenses shall not exceed one (1).
- (19) The total number of Class S2 licenses shall not exceed zero (0).
- (20) The total number of Class S3 licenses shall not exceed zero (0).

Section 3. Effective Date.

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 25th day of APRIL 2016 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 25th day of APRIL 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office
and published in pamphlet form
this 25th day of APRIL 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

RESOLUTION NO. R - 2016 - 1028

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BY AND BETWEEN THE VILLAGE OF BROOKFIELD AND THE
VILLAGE OF LYONS FOR IMPROVEMENTS TO CUSTER AVENUE**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 25TH DAY OF APRIL 2016

RESOLUTION NO. R - 2016 - 1028

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF BROOKFIELD AND THE VILLAGE OF LYONS FOR IMPROVEMENTS TO CUSTER AVENUE

WHEREAS, the Village of Brookfield, Cook County, Illinois (the "Village") and the Village of Lyons ("Lyons"), Cook County, Illinois, are public agencies authorized by Article VII, Section 10, of the Constitution of the State of Illinois of 1970 and by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* to contract with any other public agency of Illinois or otherwise associate among themselves, and to exercise jointly, combine or transfer any power or function in any manner not prohibited by law or by ordinance;

WHEREAS, the Village and Lyons have jurisdiction over Custer Avenue from 47th Street to Ogden Avenue pursuant to Section 2-104 of the Illinois Highway Code (605 ILCS 5/2-104) and are thereby authorized to maintain Custer Avenue from 47th Street to Ogden Avenue;

WHEREAS, the centerline of Custer Avenue from 47th Street to Ogden Avenue is the common corporate boundary line between the Village and Lyons. Consequently, the Village and Lyons share jurisdiction for the maintenance of Custer Avenue from 47th Street to Ogden Avenue;

WHEREAS, Custer Avenue from 47th Street to Ogden Avenue is classified as a collector route based on criteria established by the Federal Highway Administration (FHWA) and is, therefore, eligible for federal transportation funding;

WHEREAS, the Village and Lyons desire to improve the right-of-way of Custer Avenue from 47th Street to Ogden Avenue;

WHEREAS, Lyons has applied to and the application has been approved by the West Central Municipal Conference for the distribution of federal transportation funding for certain costs related to the improvement of the right-of-way of Custer Avenue from 47th Street to Ogden Avenue; and

WHEREAS, the Village and Lyons desire to enter into an Intergovernmental Agreement by and between the Village of Brookfield, Illinois, and the Village of Lyons, Illinois, for Improvements to Custer Avenue (the "Intergovernmental Agreement ") to set forth their respective responsibilities regarding the improvements to Custer Avenue from 47th Street to Ogden Avenue;

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: The foregoing recitals are hereby incorporated as if fully recited herein.

Section 2: It is hereby determined that it is advisable, necessary and in the best interest of the Village to enter into the Intergovernmental Agreement.

Section 3: The Village President shall be and is hereby authorized and directed to execute and the Village Clerk shall be and is hereby authorized and directed to attest the Intergovernmental Agreement, a copy of which is attached hereto marked as Exhibit "A," and made a part hereof with such changes therein as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same.

Section 4: The officials, officers, employees and agents of the village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution and the Intergovernmental Agreement.

Section 5: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 25th day of April 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the 25th day of April 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 25th day of April 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

EXHIBIT "A"

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF BROOKFIELD, ILLINOIS, AND THE VILLAGE OF LYONS, ILLINOIS, FOR IMPROVEMENTS TO CUSTER AVENUE

This Intergovernmental Agreement (the "Agreement") made this _____ day of March 2016, by and between the Village of Brookfield, an Illinois municipal corporation ("Brookfield") and the Village of Lyons, an Illinois municipal corporation ("Lyons").

WHEREAS, Brookfield and Lyons are public agencies authorized by Article VII, Section 10, of the Constitution of the State of Illinois of 1970 and by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* to contract with any other public agency of Illinois or otherwise associate among themselves, and to exercise jointly, combine or transfer any power or function in any manner not prohibited by law or by ordinance;

WHEREAS, Brookfield and Lyons have jurisdiction over Custer Avenue from 47th Street to Ogden Avenue pursuant to Section 2-104 of the Illinois Highway Code (605 ILCS 5/2-104) and are thereby authorized to maintain Custer Avenue from 47th Street to Ogden Avenue;

WHEREAS, the centerline of Custer Avenue from 47th Street to Ogden Avenue is the common corporate boundary line between Brookfield and Lyons. Consequently, Brookfield and Lyons share jurisdiction for the maintenance of Custer Avenue from 47th Street to Ogden Avenue;

WHEREAS, Custer Avenue from 47th Street to Ogden Avenue is classified as a collector route based on criteria established by the Federal Highway Administration (FHWA) and is, therefore, eligible for federal transportation funding;

WHEREAS, Brookfield and Lyons desire to improve the right-of-way of Custer Avenue from 47th Street to Ogden Avenue;

WHEREAS, Lyons has applied to and the application has been approved by the West Central Municipal Conference for the distribution of federal transportation funding for certain costs related to the improvement of the right-of-way of Custer Avenue from 47th Street to Ogden Avenue; and

WHEREAS, Brookfield and Lyons desire to enter into this Agreement to set forth their respective responsibilities regarding the improvements to Custer Avenue from 47th Street to Ogden Avenue;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

1.1 All recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this Agreement.

1.2 The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

2.1 The improvements to the right-of-way of Custer Avenue consist of the design, construction and site restoration of Custer Avenue from 47th Street to Ogden Avenue (hereinafter referred to as the "Project"). The current Estimate of Costs for the Project is attached hereto marked as Attachment "A" and made a part hereof.

2.2 The Project shall be designed and constructed in strict compliance with the *Standard Specifications for Road and Bridge Construction* adopted April 1, 2016, as supplemented by the applicable Supplemental Specifications and Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted April 1, 2016, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition – Revision 1, 2014).

3.0 LYONS' RESPONSIBILITIES.

3.1 Subject to the cost-sharing provisions of this Agreement, Lyons shall be solely responsible for undertaking and shall be the lead agency for Phase 1 (Project Development Report) Engineering and Phase 2 (Design) Engineering of the Project, including the selection of Project vendors for these phases and compliance with applicable laws.

3.2 Lyons shall obtain all approvals from the Illinois Department of Transportation for Phase 1 (Project Development Report) Engineering and Phase 2 (Design) Engineering of the Project, including, but not limited to, the approval of the hiring of all Project vendors for these phases. Lyons shall comply with the requirements of the Local Government Professional Services Selection Act (50 ILCS 510/0.01) in the selection of the engineering firm and the award of the Preliminary Engineering Agreement for the Phase 2 (Design) Engineering of the Project. In general, the Local Government Professional Services Selection Act requires (1) an advertisement requesting a statement of interest and further requesting statements of qualifications and performance data from those firms interested in submitting the same to Lyons on Lyons' website or a newspaper of general circulation throughout Lyons; (2) written evaluations of the engineering firms submitting letters of interest, taking into account qualifications, ability of professional personnel, past record and experience, performance data on file, willingness to meet time requirements, location, workload of the firm, and such other qualifications-based factors as Lyons determines in writing as applicable; (3) ranking of three firms that Lyons determines to be the most qualified to provide services; (4) written description of the scope of the proposed services to be used as a basis for negotiations of the contract for the engineering services; and (5) a determination in writing of fair and reasonable compensation to be paid to the highest qualified firm. A copy of the proposed Preliminary Engineering Agreement is attached hereto marked as Attachment "B" and made a part hereof.

3.3 Lyons shall pay all Project vendors for Phase 1 (Project Development Report) Engineering and Phase 2 (Design) Engineering of the Project. Lyons shall submit the invoices from the Project vendors for Phase 1 (Project Development Report) Engineering and Phase 2 (Design) Engineering of the Project to the Illinois Department of Transportation for reimbursement under the Surface Transportation Block Grant Program (STBG) program.

3.4 Upon the receipt of invoices from the Project vendors, Lyons shall invoice Brookfield, not more frequently than monthly for the services rendered in the preceding month, for fifty percent (50%) of the local share of the services of all Project vendors for Phase 1 (Project Development Report) Engineering and Phase 2 (Design) Engineering of the Project. The invoices shall describe the invoice period, the services rendered, the hours of services performed for the Project and hourly rate(s) for the services completed.

3.5 Lyons shall submit the design of the Project to Brookfield for its approval and shall not submit the design of the Project to the Illinois Department of Transportation for approval and letting until Brookfield has approved the design of the Project.

3.6 Lyons shall require that its Project vendors providing professional services for the Project procure and maintain professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not to exceed \$50,000 without prior written approval.

3.6.1 The professional liability insurance shall provide indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

3.6.1.1 Preparing, approving or failing to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;

3.6.1.2 Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

3.6.2 If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Project vendor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

3.6.3 Provide a certified copy of the actual policy for review.

3.7 Lyons shall require that the project manual for the Project require the contractor performing work on the Project to obtain and thereafter keep in force for the duration of the Project and for a period of not less than two years following the termination of the Project insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors provided by insurance companies acceptable to Brookfield and Lyons and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. Brookfield and Lyons will accept companies with a rating not lower than A- or better and shall have a financial size category of not less than VII. Coverage shall be written to meet at a minimum the requirements specified in this Article 3.7.

3.7.1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

3.7.1.1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with Lyons and Brookfield named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the

following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 (Exhibit A) or CG 20 26 (Exhibit B) and CG 20 01 04 13 (Exhibit C). CG 20 37 - Completed Operations – (Exhibit D); and

3.7.1.1.1 Owners and Contractors Protective Liability (OCP) policy with Lyons and Brookfield as insured; and

3.7.1.1.2 Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

3.7.1.1.3 Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

3.7.1.1.4 Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or migrating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

3.7.2. Minimum Limits of Insurance. Contractor shall maintain limits no less than the following:

3.7.2.1. Commercial General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

3.7.2.2. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

3.7.2.3. Business Automobile Liability:

\$1,000,000 combined single limit per accident for bodily injury and property damage.

3.7.2.4. Workers’ Compensation and Employers’ Liability: Workers’ Compensation coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

3.7.2.5. Environmental Impairment/Pollution Liability:
\$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

3.7.3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Brookfield and Lyons. Should Brookfield and Lyons, in their sole discretion determine that the deductibles or self-insured retentions exceed the amount deemed appropriate by Brookfield and Lyons, at the option of Brookfield and Lyons, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Brookfield and Lyons, their officials, agents, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

3.7.4. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

3.7.4.1. Brookfield and Lyons, their officials, agents, employees and volunteers are to be covered as additional insureds as respects liability arising out of the contractor's activities. The coverage shall contain no special limitations on the scope of protection afforded to Brookfield and Lyons, their officials, agents, employees and volunteers.

3.7.4.2. The contractor's insurance coverage shall be primary as respects Brookfield and Lyons, their officials, agents, employees and volunteers. Any insurance or self-insurance maintained by Brookfield or Lyons, its officials, agents, employees and volunteers shall be in excess of contractor's insurance and shall not contribute with it.

3.7.4.3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Brookfield and Lyons, their officials, agents, employees and volunteers.

3.7.4.4. The contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that contractor's insurance shall apply separately to each insured against which claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.7.4.5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name Brookfield and Lyons, their officials, employees, agents and volunteers as additional insureds.

3.7.4.6. The general liability coverage shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

3.7.4.7. The contractor and all subcontractors shall waive any limitation as to the amount of contribution recoverable against them by Brookfield or Lyons. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

3.7.5. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against Brookfield and Lyons, their officials, employees, agents and volunteers for losses arising from work performed by Contractor for Brookfield or Lyons.

3.7.5.1. NCCI Alternate Employer Endorsement (WC 000301) shall be in place to insure that workers' compensation coverage applies under contractor's coverage rather than Brookfield's or Lyons', if Brookfield or Lyons is borrowing, leasing or in day-to-day control of contractor's employee.

3.7.6. All Coverages.

3.7.6.1. No Waiver. Under no circumstances shall Brookfield or Lyons be deemed to have waived any of the insurance requirements of the Contract by any act or omission, including, but not limited to:

3.7.6.1.1 Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

3.7.6.1.2 Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

3.7.6.2. Each insurance policy required shall have Brookfield and Lyons expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

3.7.7. Verification of Coverage. The contractor shall furnish Brookfield and Lyons with certificates of insurance naming at a minimum Brookfield and Lyons, their officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates

and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by Brookfield and Lyons and are to be received and approved by Brookfield and Lyons before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 (Exhibit A) or CG 20 26 (Exhibit B) and CG 20 01 (Exhibit C) – Primary and Non-Contributory, and CG 20 37 (Exhibit D) – Completed Operations, where required. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsements. Brookfield and Lyons reserve the right to demand full, certified copies of the insurance policies and endorsements. If demanded, the contractor shall promptly furnish Brookfield and Lyons with certified copies of the insurance policies and endorsements demanded. In no event shall any failure of Brookfield or Lyons to receive policies or certificates or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in force the required insurance.

3.7.8. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

3.7.9. Assumption of Liability. The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

3.7.10. Termination or refusal to renew shall not be made without 30 days' prior written notice to Brookfield and Lyons by the insurer.

3.7.11. The contractor shall cease work on the Project if the insurance required herein is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the contractor from its obligation to indemnify in excess of the coverage according to the provisions of the Contract.

3.8 Lyons shall require that the project manual for the Project contain the following indemnity/hold harmless provision:

3.8.1. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless Brookfield and Lyons, their officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against Brookfield and Lyons, their officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by

the Contractor, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence, willful or intentional act of Brookfield or Lyons, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connections therewith, and, if any judgment shall be rendered against Brookfield or Lyons, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Brookfield and Lyons, their officials, employees and agents as herein provided.

To the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of Brookfield or Lyons, may be retained by Brookfield or Lyons to protect themselves against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of Brookfield and Lyons.

3.9 Lyons shall require that the project manual for the Project contain the following safety/loss prevention provision:

3.9.1. Safety/Loss Prevention Program Requirements. The Contractor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and that evidence of completed employee safety training can be provided.

3.9.2. Regulatory Requirements. The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

3.10 Lyons shall require that the project manual for the Project require the contractor to furnish a performance bond and a labor and material payment bond with good and sufficient sureties in an amount not less than the full amount of the Contract, including the amount of the change order issued herein as the penal sum in a form acceptable to

Brookfield and Lyons. (See the *Public Construction Bond Act* [30 ILCS 550].) The surety shall be acceptable to Brookfield and Lyons and shall waive notice of any changes and extensions of time.

3.11 Lyons shall require that the project manual for the Project require that all wages paid by the contractor; and each subcontractor on the Project shall be in compliance with the Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by Brookfield and Lyons shall apply to the contract; and the contractor will not be allowed additional compensation on account of said revisions.

The contractor and each subcontractor shall make and keep, for a period of not less than three (3) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

The contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to Brookfield and Lyons. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor, which avers that:

3.11.1. Such records are true and accurate;

3.11.2. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and

3.11.3 The contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon two business days' notice, the contractor and each subcontractor shall make available for inspection the records to Brookfield and Lyons, their officers and agents, and to the Director of Labor and his/her deputies and agents at all reasonable hours at a location within this state. The contractor and each subcontractor shall permit their employees to be interviewed on the job, during working hours, by compliance investigators of Brookfield, Lyons or the Department of Labor.

3.12 Lyons shall require that the project manual for the Project require that the Contractor comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).

3.13 Lyons shall require that the project manual for the Project require that the Contractor comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*).

3.14 Lyons shall require that the project manual for the Project require that steel products, as defined in section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of the Contract or any subcontract shall be manufactured or produced in the United States unless the Village presidents of Brookfield and Lyons certify in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Department's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Villages' requirements, or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

3.15 Lyons shall require that the project manual for the Project require that the Contractor submit a Contractor's Certification. The Contractor shall certify at least the following:

3.15.1 **Illinois Taxes.** The Contractor shall certify that, if it is a partnership, it is not, and its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

3.15.2 **Bid Rigging.** The Contractor shall certify that, if it is a partnership, it has not and its general partners have not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

3.15.3 **Drug-free Workplace.** The Contractor shall certify that it will provide a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace;

(b) Specifying the actions that will be taken against employees for violations of such prohibition;

(c) Notifying the employee that, as a condition of employment on such contract, the employee will:

1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
- (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by subparagraph 3.11.3(1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace;
- (4) Notifying Brookfield and Lyons within ten (10) days after receiving notice under subparagraph 3.11.3(1)(c)2 from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3.15.4 Educational Loan. The Contractor shall certify that, if it is an individual, it is not; if it is a partnership, its general partners are not; and, if it is a

corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

3.15.5 Human Rights Number. The Contractor shall certify that at the time the Contractor submitted a bid on this contract, the Contractor had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

3.15.6 Discrimination. The Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;

3.15.7 Prohibited Interest in Contract. The Contractor shall certify that:

(1) No Brookfield or Lyons officer, spouse or dependent child of a Brookfield or Lyons officer, agent on behalf of any Brookfield or Lyons officer or trust in which a Brookfield or Lyons officer, the spouse or dependent child of a Brookfield or Lyons officer or a beneficiary is a holder of any interest in the Contractor, or

(2) If the Contractor's stock is traded on a nationally recognized securities market, no Brookfield or Lyons officer, spouse or dependent child of a Brookfield or Lyons officer, agent on behalf of any Brookfield or Lyons officer or trust in which a Brookfield or Lyons officer, the spouse or dependent child of a Brookfield or Lyons officer or a beneficiary is a holder of more than one percent (1%) of the Contractor; but if any Brookfield or Lyons officer, spouse or dependent child of a Brookfield or Lyons officer, agent on behalf of any Brookfield or Lyons officer or trust in which a Brookfield or Lyons officer, the spouse or dependent child of a Brookfield or Lyons officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to Brookfield or Lyons in writing the name(s) of the holder of such interest.

3.15.8 Gift Ban.

(1) The Contractor shall certify that no officer or employee of Brookfield has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the

Contractor in violation of Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois; and

(2) The Contractor shall certify that the Contractor has not given to any officer or employee of Brookfield any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois.

3.15.9 Substance Abuse. The Contractor shall certify that in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

3.15.10 Patriot Act. The Contractor shall certify that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

3.16 Lyons shall require that the project manual for the Project contain the following change order provisions:

3.16.1 No Change Order shall be issued to the Contractor unless the corporate authorities of Brookfield and Lyons find, in compliance with Section 33E-9 of the Illinois Criminal Code, that (1) the circumstances said to necessitate the Change Order were not reasonably foreseeable at the time the contract was signed, or (2) the Change Order is germane to the original contract as signed, and (3) the Change Order is in the best interest of Brookfield and Lyons.

3.16.2 No Change Order shall be issued to the Contractor unless the corporate authorities of Brookfield and Lyons find, in compliance with the Public Works Contract Change Order Act, that the change order does not authorize or necessitate an increase in the contract price that is fifty percent (50%) or more of the original contract price and that it does not authorize or necessitate an increase

in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price.

3.16.3 In compliance with the Public Works Contract Change Order Act, no Change Order shall be issued to the Contractor that authorizes or necessitates an increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates an increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price.

3.16.4. Authority to authorize work or approve changes which do not increase the amount payable to the Contractor or which increase the amount payable to the Contractor by not more than \$20,000.00 may be exercised by a written change order issued jointly by the Village Managers of Brookfield and Lyons. Authority to increase the amount payable to the Contractor in all other instances or to extend the Contract Time may only be exercised by written change order jointly signed by the President and authorized by a due and proper vote of the Boards of Trustees of Brookfield and Lyons.

3.17 Lyons shall require that its contracts with Project vendors providing professional services for the Project and the project manual for the Project contain the following record retention provision:

The **[Engineer/Contractor]** shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by **[Engineer/Contractor]** shall be available for review by Brookfield and Lyons. The **[Engineer/Contractor]** shall cooperate with Brookfield and Lyons (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows Brookfield or Lyons to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the **[Engineer/Contractor]** to maintain the books, records and supporting documents required by this section or the failure by the **[Engineer/Contractor]** to provide full access to and copying of all relevant books and records within a time period which allows Brookfield or Lyons to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the party served with the Freedom of Information Act request for the recovery of any funds paid by that party under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

3.18 Lyons shall require that its contracts with Project vendors providing professional services for the Project and the project manual for the Project contain the following equal employment opportunity provision:

Equal Employment Opportunity. In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
2. If the Contractor hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which the Contractor may reasonably recruit; and the Contractor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
3. In all solicitations or advertisements for employees placed by the Contractor or on the Contractor's behalf, the Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
4. The Contractor will send to each labor organization or representative of workers with which the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or

refuses to cooperate with the Contractor in the Contractor's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the Contractor will promptly notify the Illinois Department of Human Rights; and the Contractor will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5. The Contractor will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

6. The Contractor will permit access to all relevant books, records, accounts and work sites by personnel of Brookfield and Lyons and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

7. The Contractor will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify Brookfield, Lyons and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

3.19 Lyons shall require that its contracts with Project vendors providing professional services for the Project and the project manual for the Project contain the following prohibition of segregated facilities provision:

Prohibition of Segregated Facilities. The Contractor will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom,

or otherwise. The Contractor shall (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that the Contractor will retain such certifications in its files.

3.20 Lyons shall require that its contracts with Project vendors providing professional services for the Project and the project manual for the Project shall require that the **[Engineer/Contractor]** has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

3.21 Lyons shall not be responsible for or have control over the construction, means, methods, techniques or procedures with respect to any work performed on the Project.

3.22 Lyons hereby grants Brookfield a non-exclusive license ("License") to enter onto, cross over, and use Lyons' portion of the public right-of-way of Custer Avenue from 47th Street to Ogden Avenue for undertaking the Project. The term of the License shall be for a period beginning as of the date of this Agreement and terminating on Brookfield's acceptance, in writing, of the Project. Lyons reserves the right to terminate this License if Brookfield fails to comply with or abide by each and all of the provisions of this Agreement. If Lyons terminates this Agreement or this License, as a result of Brookfield's failure, or the failure of any of its consultants or contractors, to comply with the terms hereof, Brookfield shall be responsible for promptly removing any improvements, temporary structures, fixtures, shelters, attachments, vehicles, equipment, or any other items from the License area and restoring said area to the conditions which existed prior to Brookfield's entry thereon.

4.0 BROOKFIELD'S RESPONSIBILITIES.

4.1 Brookfield shall file the necessary forms with the Illinois Department of Transportation to be substituted as the lead agency and become responsible for undertaking Phase 3 (Construction) of the Project including the selection of Project vendors (Phase 3 Construction Engineering of the Project) and compliance with applicable laws.

4.2 Brookfield shall pay all Project vendors for Phase 3 (Construction) Engineering of the Project. Brookfield shall submit the invoices from the Project vendors for Phase 3 (Construction) Engineering of the Project to the Illinois Department of Transportation for reimbursement under the Surface Transportation Block Grant Program (STBG) program. Lyons shall comply with the requirements of the Local Government Professional Services Selection Act (50 ILCS 510/0.01) in the selection of the engineering firm and the award of the Preliminary Engineering Agreement for the Phase 3 (Construction) Engineering of the Project. In general, the Local Government Professional Services Selection Act requires (1) an advertisement requesting a statement of interest and further

requesting statements of qualifications and performance data from those firms interested in submitting the same to Brookfield on Brookfield's website or a newspaper of general circulation throughout Brookfield; (2) written evaluations of the engineering firms submitting letters of interest, taking into account qualifications, ability of professional personnel, past record and experience, performance data on file, willingness to meet time requirements, location, workload of the firm, and such other qualifications-based factors as Brookfield determines in writing as applicable; (3) ranking of three firms that Brookfield determines to be the most qualified to provide services; (4) written description of the scope of the proposed services to be used as a basis for negotiations of the contract for the engineering services; and (5) a determination in writing of fair and reasonable compensation to be paid to the highest qualified firm.

4.3 Upon the receipt of invoices from the Project vendors, Brookfield shall invoice Lyons, not more frequently than monthly for the services rendered in the preceding month, for fifty percent (50%) of the local share of the services of all Project vendors for Phase 3 (Construction) Engineering of the Project. The invoices shall describe the invoice period, the services rendered, the hours of services performed for the Project and hourly rate(s) for the services completed.

4.4 Brookfield shall require that its Project vendors providing professional services for the Project procure and maintain professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not to exceed \$50,000 without prior written approval.

4.4.1 The professional liability insurance shall provide indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

4.4.1.1 Preparing, approving or failing to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;

4.4.1.2 Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

4.4.2 If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Project vendor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

4.4.3 Provide a certified copy of the actual policy for review.

4.5 Subject to the cost-sharing provisions of this Agreement, the Project shall be let by the Illinois Department of Transportation. Upon receipt of the invoices from the Illinois Department of Transportation for the progress payments to the construction contractor, Brookfield shall be responsible for payment to the Illinois Department of Transportation and shall invoice Lyons for the quantities of the pay items attributable to the work performed in Lyons. For pay items that are attributable to the Project in general, but cannot be allocated to work located in either Brookfield or Lyons, Brookfield shall invoice Lyons for fifty percent (50%) of the quantity of the pay items attributable to the Project in general.

4.6 Brookfield shall not be responsible for or have control over the construction, means, methods, techniques or procedures with respect to any work performed on the Project.

4.7 Brookfield hereby grants Lyons a non-exclusive license ("License") to enter onto, cross over, and use Brookfield's portion of the public right-of-way of Custer Avenue from 47th Street to Ogden Avenue for undertaking the Project. The term of the License shall be for a period beginning as of the date of this Agreement and terminating on Lyons's acceptance, in writing, of the Project. Brookfield reserves the right to terminate this License if Lyons fails to comply with or abide by each and all of the provisions of this Agreement. If Lyons terminates this Agreement or this License, as a result of Lyons's failure, or the failure of any of its consultants or contractors, to comply with the terms hereof, Lyons shall be responsible for promptly removing any improvements, temporary structures, fixtures, shelters, attachments, vehicles, equipment, or any other items from the License area and restoring said area to the conditions which existed prior to Lyons's entry thereon.

4.8 Brookfield shall require that its Project vendors providing professional services for the Project procure and maintain professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not to exceed \$50,000 without prior written approval.

4.8.1 The professional liability insurance shall provide indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

4.8.1.1 Preparing, approving or failing to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;

4.8.1.2 Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

4.8.2 If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Project vendor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

4.8.3 Provide a certified copy of the actual policy for review.

4.9 Brookfield shall require that its contracts with Project vendors providing professional services for the Project contain the following record retention provision:

The **[Engineer/Contractor]** shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by **[Engineer/Contractor]** shall be available for review by Brookfield and Lyons. The **[Engineer/Contractor]** shall cooperate with Brookfield and Lyons (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows Brookfield or Lyons to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the **[Engineer/Contractor]** to maintain the books, records and supporting documents required by this section or the failure by the **[Engineer/Contractor]** to provide full access to and copying of all relevant books and records within a time period which allows Brookfield or Lyons to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the party served with the Freedom of Information Act request for the recovery of any funds paid by that party under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

4.10 Brookfield shall require that its contracts with Project vendors providing professional services for the Project contain the following equal employment opportunity provision:

Equal Employment Opportunity. In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or

remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

2. If the Contractor hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which the Contractor may reasonably recruit; and the Contractor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

3. In all solicitations or advertisements for employees placed by the Contractor or on the Contractor's behalf, the Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

4. The Contractor will send to each labor organization or representative of workers with which the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in the Contractor's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the Contractor will promptly notify the Illinois Department of Human Rights; and the Village and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5. The Contractor will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human

Rights Act and the Illinois Department of Human Rights Rules and Regulations.

6. The Contractor will permit access to all relevant books, records, accounts and work sites by personnel of Brookfield, Lyons and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

7. The Contractor will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify Brookfield, Lyons and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

4.11 Brookfield shall require that its contracts with Project vendors providing professional services for the Project contain the following prohibition of segregated facilities provision:

Prohibition of Segregated Facilities. The Contractor will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Contractor shall (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that the Contractor will retain such certifications in its files.

4.12 Brookfield shall require that its contracts with Project vendors providing professional services for the Project that the *[Engineer/Contractor]* has and will have in

place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

5.0 INSURANCE AND INDEMNIFICATION.

5.1 Brookfield and Lyons shall each indemnify, hold harmless, and defend the other or any of their officials, employees, or agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expenses of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the negligent and/or willful acts or omissions of the other or their employees, agents and contractors in their performance under this Agreement and/or entry onto the other's property, provided, however, that Lyons shall not be obligated to indemnify, hold harmless and defend Brookfield for any negligent or intentional wrongful acts or omissions by Brookfield officials, employees, agents, contractors or personnel; and Brookfield shall not be obligated to indemnify, hold harmless and defend Lyons for any negligent or intentional wrongful acts or omissions by Lyons officials, employees, agents, contractors or personnel.

5.2 Brookfield and Lyons shall each require each Project vendor responsible for the design, construction or monitoring of the Project to name Brookfield and Lyons as additional insured parties on the Project vendor's liability insurance policy. Further, Brookfield and Lyons require that their Project vendors indemnify, defend and hold harmless Brookfield and Lyons, their officers, employees and elected officials from and against any claims, liability or judgments resulting from or caused by the negligence or willful conduct of such Project vendor.

5.3 Brookfield and Lyons and their Project vendors' above-described indemnification obligations shall survive the termination or expiration of this Agreement.

5.4 Brookfield and Lyons shall each procure and maintain for the duration of the Project and for two years thereafter, self-insurance agreement with a governmental risk pooling agency or commercial insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Project.

5.4.1 Minimum Limits of Insurance. Brookfield and Lyons shall maintain limits no less than:

5.4.1.1 Commercial General Liability:

The minimum general aggregate shall be no less than \$10,000,000; \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

5.4.1.2 Automobile Liability:

\$10,000,000 combined single limit per accident for bodily injury and property damage.

5.4.1.3 Workers' Compensation and Employers' Liability:
Workers' Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$2,500,000 per accident.

6.0 MISCELLANEOUS PROVISIONS.

6.1 All notices or other communications required or given under the terms of this Agreement shall be in writing and shall be delivered by: (i) receipted personal delivery during regular business hours; (ii) commercial overnight courier service; (iii) certified mail, return receipt requested, properly addressed with postage prepaid; (iv) facsimile transmission during regular business hours; or (v) sent via electronic mail with any attachments in Portable Document Format (PDF) format, accompanied by a copy of the notice mailed by first-class mail, addressed to the parties as follows:

If to Brookfield: Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Keith R. Sbiral, Village Manager
ksbiral@brookfieldil.gov

With a copy to: Richard J. Ramello
Storino, Ramello & Durkin
9501 West Devon Avenue, Suite 800
Rosemont, Illinois 60018
rramello@srd-law.com

If to Lyons: Village of Lyons
4200 Lawndale Avenue
Lyons, Illinois 60534
Attn: Thomas Sheahan, Village Manager
tsheahan@villageoflyons-il.net

With a copy to: Mark H. Sterk
Odelson & Sterk, Ltd.
3318 West 95th Street
Evergreen Park, Illinois 60805
msterk@odelsonsterk.com

A notice shall be deemed to have been served: (i) upon the date of receipt if served by personal delivery or by commercial overnight courier service; (ii) upon the date of transmission of service by facsimile or electronic mail transmission, provided that the transmission is completed by 5:00 p.m., or if not completed by 5:00 p.m., on the next business day; or, (iii) upon the second (2nd) business day following deposit with the U.S. Post Office and served by certified mail. Any party may change the address to whom service of notices shall be effected by a notice in conformity with the provisions of this Paragraph 6.1. The requirement to serve a courtesy copy of a notice shall be deemed a

courtesy only, and failure to comply with the requirement shall not affect the compliance provisions of this Paragraph 6.1.

6.2 In the event of Brookfield's or Lyons' non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, Brookfield or Lyons may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, Brookfield and Lyons agree as follows:

6.2.1 Brookfield and Lyons will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that they will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

6.2.2 If Brookfield or Lyons hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which Brookfield or Lyons may reasonably recruit; and Brookfield and Lyons will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

6.2.3 In all solicitations or advertisements for employees placed by Brookfield or Lyons or on Brookfield's or Lyons' behalf, Brookfield and Lyons will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

6.2.4 Brookfield and Lyons will send to each labor organization or representative of workers with which Brookfield or Lyons has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of Brookfield's or Lyons' obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with Brookfield's or Lyons' efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, Brookfield or Lyons will promptly notify the Illinois Department of Human Rights; and Brookfield or

Lyons and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

6.2.5 Brookfield and Lyons will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or Brookfield or Lyons, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

6.2.6 Brookfield and Lyons will permit access to all relevant books, records, accounts and work sites by personnel of Brookfield, Lyons and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

6.2.7 Brookfield and Lyons will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, Brookfield and Lyons will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify Brookfield, Lyons and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, Brookfield or Lyons will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

6.3 Brookfield and Lyons will not maintain or provide for their employees any segregated facilities at any of their establishments, and not permit their employees to perform their services at any location, under their control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. Brookfield and Lyons shall (except where they have obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; and Brookfield and Lyons will retain such certifications in their files.

6.4 Brookfield and Lyons have and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

6.5 Brookfield and Lyons shall maintain their respective records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by Brookfield or Lyons shall be available for review by the other. Brookfield and Lyons shall cooperate with each other (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows Brookfield or Lyons to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by Brookfield or Lyons to maintain the books, records and supporting documents required by this section or the failure by Brookfield or Lyons to provide full access to and copying of all relevant books and records within a time period which allows Brookfield or Lyons to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the party served with the Freedom of Information Act request for the recovery of any funds paid by that party under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

6.6 Payments under this Agreement shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

6.7 The parties may modify or amend terms of this Agreement only by a written document duly approved and executed by both parties.

6.8 The term of this Agreement shall begin on the date the Agreement is fully executed and shall continue in full force and effect until the completion by Brookfield and Lyons of their respective obligations under this Agreement.

6.9 This Agreement, including matters incorporated herein, contains the entire understanding between the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements or understandings, oral or written, by and between the parties hereto, relating to the subject matter of this Agreement which are not fully expressed herein.

6.10 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

6.11 Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement. Each party warrants to the other that execution, delivery and performance of this Agreement does not constitute a breach or violation of any

agreement, undertaking, law or ordinance by which that party is bound. Each individual signing this Agreement on behalf of a party warrants to the other that such individual is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it.

6.12 This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

6.13 In event of a conflict between the terms or conditions of this Agreement and any term or condition found in any exhibit or attachment, the terms and conditions of this Agreement shall prevail.

6.14 The invalidity of any provision of this Agreement shall not, in any manner, affect the validity of any other provision hereof; and each and every provision of this Agreement shall be enforceable regardless of the invalidity, if any, of any other provisions hereof.

6.15 The laws of the state of Illinois shall govern this Agreement as to both interpretation and performance.

6.16 The venue for resolving any disputes concerning the parties' respective performance or failure to perform under this Agreement shall be the Circuit Court of Cook County, Illinois.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

THE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first
above written by authorized agents for each party.

BROOKFIELD:
Village of Brookfield,
an Illinois municipal corporation

By: _____
Kit P. Ketchmark, President

ATTEST:

By: _____
Brigid Weber, Village Clerk

LYONS:
Village of Lyons,
an Illinois municipal corporation

By: _____
Christopher Getty, President

ATTEST:

By: _____
Dawn Campos, Village Clerk

ATTACHMENT "A"

Village of Lyons					Project # 14141	
Custer Avenue Repaving (FAU 2965)						
47th Street to Ogden Avenue					1/15/2016	
					12:03 AM	

ATTACHMENT "B"

Municipality VILLAGE OF LYONS	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Agreement	C O N S U L T A N T	Name FRANK NOVOTNY & ASSOC., INC. Address/City/Zip 545 PLAINFIELD ROAD, SUITE A WILLOWBROOK, IL 60527 Contact James L. Cainkar, PE, PLS, President Phone / Email (630) 887-8640 jimcainkar@franknovotnyengineering.com
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THIS AGREEMENT is made and entered into this _____ day of _____, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION, under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name CUSTER AVENUE REPAVING

Route N/A Length 3,773 FT (0.71 Miles) (Structure No. _____)

Termini 47TH STREET TO OGDEN AVENUE

Description:

THE REPAVING OF CUSTER AVENUE, FROM 47TH STREET TO OGDEN AVENUE, INCLUDING COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT; PC CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT; PAVEMENT REMOVAL; HMA BINDER AND SURFACE COURSE, STREET LIGHTING MODIFICATION; RESTORATION; AND APPURTENANT CONSTRUCTION.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. ☒ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☒ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. ☐ Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
 - f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

NOTE: Four Copies to be submitted to the Regional Engineer

File #14141
Rev. Jan. 2016
Rev. Feb. 2016

ATTACHMENT "B"

- i. ☒ Prepare the Project Development Report when required by the DEPARTMENT.
 - j. ☒ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. ☒ Prepare photometric analysis as may be required for the street lighting design.
 - l. ☒ Provide televising of combined sewers for locations of required spot repairs.
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It being understood that all such reports, plans, plats and drafts shall before being finally accepted be subject to approval by the LA and the DEPARTMENT.
 3. To attend conferences at any reasonable time when requested to do so by the LA or the DEPARTMENT.
 4. In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
 5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Fee Schedule	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

- c. ☒ A lump sum fee of \$95,000.00.
2. To pay for services stipulated in paragraphs 1c, 1d, 1i, 1j, 1k and 1l at actual cost of performing such work plus 168 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as all non-secretarial direct payroll costs. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs cited above. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classification for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed. The total cost for this portion of the contract shall not exceed \$85,000.00.
3. That payments due the ENGINEER for services rendered in accordance with the AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraph 1a through 1l under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the Department, 90 percent of the total fee due for paragraphs 1a through 1l.
 - b. Upon award of the contract for the improvement by the LA and its approval by the Department, 100 percent of the total fee due for paragraphs 1a through 1l, less any amounts paid under "a" above.

ATTACHMENT "B"

- c. Upon completion of the improvement and its final acceptance by the Department the total fee due for paragraphs 1k and 1l.

By mutual agreement, partial payments not to exceed 90 percent of the amount earned may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1l and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 168 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 above.
5. That, should the LA require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 168 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 above. It is understood that "changes" as used in this paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 5 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for the ENGINEER to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
-

ATTACHMENT "B"

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

ATTEST:

By _____

DAWN CAMPOS VILLAGE Clerk
(Seal)

VILLAGE OF LYONS of the
(Municipality/Township/County)

State of Illinois, acting by and through its

PRESIDENT AND BOARD OF TRUSTEES

By _____

Title CHRISTOPHER GETTY, VILLAGE PRESIDENT

Executed by the ENGINEER

ATTEST:

By _____

Title JOHN FITZGERALD, P.E., SECRETARY

FRANK NOVOTNY & ASSOCIATES, INC

545 PLAINFIELD ROAD, SUITE A

WILLOWBROOK, ILLINOIS 60527

By _____

Title JAMES L. CAINKAR, P.E., P.L.S., PRESIDENT

EXHIBIT A

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This Insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p style="text-align: center; font-size: 2em; opacity: 0.5; transform: rotate(-45deg);">SAMPLE</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE

EXHIBIT D

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

(Example)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Name of Insurance Broker	CONTACT NAME: Producer/Ins. Broker Contact Info.	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	Name of Contractor	E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Name of Insurance Company	NAIC # Completed
		INSURER B: Name of Insurance Company	Completed
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COM/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY		Policy Number Inserted	Policy Start Date	Policy Start Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
A	UMBRELLA LIAB	Y Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ Per Request
	<input checked="" type="checkbox"/> EXCESS LIAB					AGGREGATE \$ Per Request
	<input type="checkbox"/> OCCUR					
	<input type="checkbox"/> CLAIMS-MADE					
	DED RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N/A	Policy Number Inserted	Policy Start Date	Policy Start Date	WC STATU- TORY LIMITS \$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory In NH) if yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
	Professional Liability (other specialty coverages as requested)		Policy Number Inserted	Policy Start Date	Policy Start Date	\$1,000,000 per occurrence or as requested.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

List project number, location and description.

No additional endorsements limit coverage to additional insured beyond terms of actual additional insured endorsement (CG 2010 or CG 2026).

Coverage to additional insured is primary and non-contributory. Additional Insured: Member, its officials, employees, agents and volunteers.

Member named as cancellation notice recipient.

CERTIFICATE HOLDER

CANCELLATION

Name of Member	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Signature of authorized insurance company representative

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ACORD 25 (2010/05)

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RESOLUTION NO. R - 2016 - 1029

**RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A
PROFESSIONAL DESIGN AND CONSTRUCTION ENGINEERING SERVICES
AGREEMENT BY AND BETWEEN EDWIN HANCOCK ENGINEERING COMPANY
AND THE VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE
2016 STREET IMPROVEMENTS PROJECT**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 25TH DAY OF APRIL 2016

RESOLUTION NO. R - 2016 - 1029

**RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A
PROFESSIONAL DESIGN AND CONSTRUCTION ENGINEERING SERVICES
AGREEMENT BY AND BETWEEN EDWIN HANCOCK ENGINEERING COMPANY
AND THE VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE
2016 STREET IMPROVEMENTS PROJECT**

WHEREAS, the corporate authorities of the Village of Brookfield (the "Village") have authority, pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1), when it is in the best interests of the Village, to waive competitive bidding for public improvement projects if authorized by a vote of two-thirds of the trustees then holding office;

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids and waive the procedure prescribed for open market purchases for professional design and construction engineering services for the 2016 Street Improvements Project (the "Project");

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, the Village has a satisfactory relationship with Edwin Hancock Engineering Company, has received a proposal from Edwin Hancock Engineering Company to provide professional engineering services for the Project and has negotiated a satisfactory agreement for the furnishing of professional engineering services for the Project in an amount not to exceed Two Hundred Sixty-Nine Thousand Four Hundred Dollars (\$269,400.00), plus reimbursement for services sublet as provided in the agreement;

WHEREAS, the corporate authorities of the Village deem it desirable, necessary and in the best interest of the Village to enter into a Professional Design and

Construction Engineering Services Agreement by and between the Village and Edwin Hancock Engineering Company to supply professional engineering services for the Project;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village enter into a Professional Design and Construction Engineering Services Agreement by and between the Village and Edwin Hancock Engineering Company to supply professional design and construction engineering services for the Project to the Village, a copy of which Professional Design and Construction Engineering Services Agreement is attached hereto marked as Exhibit "A."

Section 3: The Village President shall be and is hereby authorized and directed to execute and the Village Clerk to attest, on behalf of the Village, the Professional Design and Construction Engineering Services Agreement by and between the Village and Edwin Hancock Engineering Company to supply professional design and construction engineering services for the Project to the Village.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Section 4: This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 25th day of April 2016 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 25th day of April 2016.

Kit P. Ketchmark President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 25th day of April 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

Exhibit "A"

**Professional Design and Construction Engineering Services Agreement
by and between
Edwin Hancock Engineering Company and the Village of Brookfield**

AGREEMENT
between the
VILLAGE OF BROOKFIELD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF
PROFESSIONAL
DESIGN AND CONSTRUCTION
ENGINEERING SERVICES
for the
2016 STREET IMPROVEMENTS PROJECT
in
BROOKFIELD, ILLINOIS

April 2016

AGREEMENT
between the
VILLAGE OF BROOKFIELD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for furnishing of
DESIGN AND CONSTRUCTION ENGINEERING SERVICES
for the
2016 STREET IMPROVEMENTS
BROOKFIELD, ILLINOIS

THIS AGREEMENT, made and entered into between the VILLAGE of BROOKFIELD, hereinafter referred to as "VILLAGE", and the EDWIN HANCOCK ENGINEERING COMPANY, hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary for the Design and Construction Engineering required for the 2016 Street Improvements Project.

The Streets to be Included are those listed in Attachment B.

The scope of construction will include repairing deteriorated sections of combined sewer, spot replacement of concrete curb and gutter, sidewalk, and driveway, milling and resurfacing the pavements, restoring disturbed areas of the parkways with sod, and other related work.

Design Engineering includes the preparation of specifications and bidding documents for the proposed work; preparation and submittal of applications for permits required from various agencies; bid analysis, assistance with the award of the contract, and performance of other necessary engineering services relative to the improvement prior to the start of construction, as well as other services outlined in Section I.A. this AGREEMENT.

Construction Engineering includes line and grade staking of the proposed work, observation of the work as it progresses to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents, attendance at progress meetings during construction as may be required, measurement of quantities and preparation of pay estimates as required, as well as other services outlined in Section I.C. of this AGREEMENT.

WITNESSETH THAT; in consideration of these premises and of the mutual covenants set forth,

I. THE ENGINEER AGREES; upon authorization by the OWNER,

- A. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
 - 1. Preparing bidding documents for the cleaning and televising of the combined sewers and sanitary sewers on the streets to be improved.
 - 2. Providing contract administration including preparing contractor's partial and final payment estimates, change orders, and other records that may be required for the Sewer Cleaning and Televising contract.
 - 3. Evaluating the video inspections of the televised sewers and preparing a report indicating the sections of sewers recommended for replacement.
 - 4. Preparing preliminary design criteria.
 - 5. Making engineering field topographic surveys as are necessary.
 - 6. Preparing and submitting necessary applications to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.
 - 7. Preparing detailed specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
 - 8. Endorsing all documents furnished by the ENGINEER pursuant to this AGREEMENT by showing his signature and professional seal where such is required by Law.
 - 9. Assisting the VILLAGE in the issuance of proposal forms, advertising for bids, tabulation and interpretation of contractors' bid proposals and preparing a letter of recommendation for award of contract.
- B. To cause to be furnished, if or when required, the following services by subletting the work to a firm or firms qualified to provide the services, the selection of the firm and their fee schedule being first subject to the approval of the VILLAGE:
 - 1. Investigations and analysis reports of surface and subsurface ground conditions.
 - 2. Land surveys, the preparation of plats of survey or plats of easements, or the preparation of property access licenses if required.

- C. To perform, or be responsible for the performance of, the following Construction Engineering services for the proposed improvement:
1. Preparation of all necessary contract documents resulting from the award of the contract.
 2. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.
 3. Checking of shop and equipment drawings for general conformance of the information given with the design concept expressed in the contract documents.
 4. Providing line-and-grade staking.
 5. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.
 6. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 7. Coordination of materials testing engineers and review of materials inspection reports.
 8. Advising the VILLAGE of defects and deficiencies observed in the work of the contractor, but the ENGINEER shall not be responsible for nor does it guarantee the performance of the contract by the contractor.
 9. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement and which are consistent with the original scope of the project. Changes not in the original scope that are requested by the VILLAGE, or requested by the CONTRACTOR and agreed to by the VILLAGE, or are deemed necessary to the project but not reasonably foreseeable by the ENGINEER during the time of the design, shall be performed by the ENGINEER at an agreed additional cost.
 10. Making final measurement of quantities of work performed under the contract as required for determining payment due for the work.
 11. Preparing contractor's partial and final payment estimates, change orders, and other records that may be required.
 12. Performing final inspection of all improvements.

- D. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the services, the selection of the firm and their fee schedule being first subject to the approval of the VILLAGE:
 - 1. Proportioning and testing of Portland cement concrete and bituminous concrete mixtures in accordance with project specifications.
 - 2. All compaction or density tests as required by the specifications.
- E. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of his professional services. ENGINEER shall carry adequate insurance as agreed upon between VILLAGE and ENGINEER, including insurance covering this indemnity. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

II. THE VILLAGE AGREES:

- A. That for the performance by the ENGINEER of the services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
 - 1. To pay the Engineer as compensation for all Design and Construction Engineering services performed as stipulated in above Sections I.A and I.C at the Schedule of Hourly Rates shown in Attachment A with the Total Cost not to exceed Two Hundred Sixty-Nine Thousand, Four Hundred Dollars (\$269,400.00), unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT.
 - 2. To pay for subletted services as stipulated in Section I.B and I.D at the actual costs to the ENGINEER, said costs being separate from the ENGINEERING COSTS. "Costs to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of invoices from the party doing the work.
 - 3. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates shown in Attachment A.

- B. That payment to the ENGINEER for the services rendered shall be made in the following manner:
1. Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date less all previous payments made to the ENGINEER for design engineering services.
 2. Final Payment - Upon approval by the VILLAGE, but not later than sixty (60) days after the site improvements have been completed and all final measurements and reports have been made and accepted by the VILLAGE, One Hundred Percent (100%) of the total construction engineering costs, less progress payments made, shall be due and payable to the ENGINEER.

III. IT IS MUTUALLY AGREED;

- A. That this AGREEMENT may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed. VILLAGE assumes all responsibility and releases ENGINEER from any liability arising from the VILLAGE'S use of partially completed drawings, specifications, or other work product prepared by ENGINEER or for any reuse of ENGINEER'S work product on another project.
- B. ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.
- C. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed

upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- D. VILLAGE and ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this Agreement.
- E. This Agreement represents the entire and integrated agreement between VILLAGE and ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruments signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2016

VILLAGE OF BROOKFIELD
Cook County, Illinois
Acting through its
President and Board of Trustees

By _____
Kit Ketchmark, Village President

ATTEST:

By _____
Brigid Weber, Village Clerk

(SEAL)

Executed by the ENGINEER, this

_____ day of _____, 2016

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By _____
Derek Treichel, P.E., President

ATTEST:

By _____
James Goumas, Executive Vice President

(SEAL)

ATTACHMENT A

SCHEDULE OF HOURLY RATES

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
ENG-VI	128.00
ENG-V	123.00
ENG-IV	113.00
ENG-III	108.00
ENG- II	88.00
ENG- I	78.00
ENGINEERING TECH-V	108.00
ENGINEERING TECH-IV	98.00
ENGINEERING TECH-III	80.00
ENGINEERING TECH-II	65.00
ENGINEERING TECH-I	40.00
CAD MGR	108.00
CAD- II	98.00
CAD- I	93.00
ADMINISTRATIVE	65.00

ATTACHMENT B **2016 STREET IMPROVEMENTS PROJECT** **STREETS TO BE IMPROVED**

<u>Street</u>	<u>Limits</u>
Blanchan Avenue	47th Street - Gerritsen Avenue
DuBois Avenue	47th Street - Gerritsen Avenue
Deyo Avenue	47th Street - Sahler Avenue
Raymond Avenue	47th Street - Congress Park
Madison Avenue	South Terminus - 4524 Madison Avenue
Madison Avenue	Gerritsen Avenue - Congress Park
Arthur Avenue	47th Street - Congress Park
Elm Avenue	Maple Avenue - Shields Avenue
Park Avenue	Sahler Avenue - Gerritsen Avenue
Oak Avenue	Sahler Avenue - Gerritsen Avenue
Sunnyside Avenue	Plainfield Road - Gerritsen Avenue
Vernon Avenue	47th Street - Plainfield Road
Vernon Avenue	Gerritsen Avenue - Congress Park
Forest Avenue	47th Street - Plainfield Road
Grove Avenue	47th Street - 45th Place
Sahler Avenue	Deyo Avenue - Maple Avenue
Sahler Avenue	Maple Avenue - Sunnyside Avenue
45th Place	Forest Avenue - Custer Avenue
Gerritsen Avenue	Eberly Avenue - Maple Avenue
Gerritsen Avenue	Maple Avenue - Prairie Avenue
Gerritsen Avenue	Plainfield Road - Custer Avenue
Congress Park	Raymond Avenue - Maple Avenue
Congress Park	Maple Avenue - Elm Avenue
Congress Park	Vernon Avenue - Prairie Avenue

ATTACHMENT C - GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT

A. THE ENGINEER AGREES:

1. That the ENGINEER shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may rise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

- (1) General Liability and Automobile Liability Coverages
 - (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on

behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. **Acceptability of Insurers**

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of B according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. **Verification of Coverage**

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in conjunction therewith, in any such action alleged to be solely caused by the ENGINEER. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE, its officials, agents and employees for their own negligent acts or omissions..
- 3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
- 4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.

5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.
7. This AGREEMENT may be terminated by the VILLAGE by removal of the ENGINEER from the office of Village Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.
8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors;
 - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;
9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE to have the services performed which were to have been performed by the ENGINEER.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the Freedom of Information Act (5 ILCS 140/1 et seq.) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the Village. The ENGINEER shall cooperate with the Village (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.), (b) with any request for public records made pursuant to

any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.). Failure by the ENGINEER to maintain the books, records and supporting documents required by this section or the failure by the ENGINEER to provide full access to and copying of all relevant books and records within five business days of receiving a request for public records from the Village shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.
17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If

additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.

18. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
- a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
 - b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
 - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
 - d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

19. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. ENGINEER shall immediately return said items to the VILLAGE upon termination of ENGINEER's engagement or earlier at the VILLAGE's request at any time.
20. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including but not limited to compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.
21. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
22. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:

- a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
23. This AGREEMENT may be terminated by the ENGINEER by resignation from the office of Village Engineer, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.
24. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.
25. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:
VILLAGE OF BROOKFIELD
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Keith Sbiral, Village Manager
 - b. If to the ENGINEER:
EDWIN HANCOCK ENGINEERING COMPANY.
9930 Roosevelt Road
Westchester, Illinois 60154-2780
Attn: Derek Treichel, P.E., President
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
26. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
27. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
28. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
29. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
30. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)
 - e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights' Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the

term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.

- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
 - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. in compliance with the Code of Ordinances of the Village of Brookfield, in that no Village of Brookfield official, spouse or dependent child of a Village of Brookfield official, agent on behalf of any Village of Brookfield official or trust in which a Village of Brookfield official, the spouse or dependent child of a Village of Brookfield official or a beneficiary is a holder of more than five percent (5%) of the ENGINEER.
 - j. in compliance with the Code of Ordinances of the Village of Brookfield, in that no officer or employee of the Village of Brookfield has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.
 - k. The ENGINEER has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-889 of Chapter 2, Article VII, Division 1 of the Code of Ordinances of the Village of Brookfield.
 - l. No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the ENGINEER; or, if the ENGINEER's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the ENGINEER, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such ENGINEER, the ENGINEER has disclosed to the Village in writing the name(s) of the holder of such interest.
 - m. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
 - n. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Village on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Village, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this section.
 - o. Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in,

and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

April 19, 2016

Mr. Keith Sbiral
Village Manager
Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513

Re: 2016 Sewer Cleaning and Televising Project

Dear Keith:

Sealed bid proposals for the proposed 2016 Sewer Cleaning and Televising Program were received and publicly opened at 10:00 A.M. on Monday, April 18, 2016 at the Brookfield Village Hall.

Proposals were solicited from seven (7) contractors and the Village received proposals from two (2) qualified companies. The bid proposal results are as follows:

<u>CONTRACTOR</u>	<u>BID PROPOSAL AMOUNT</u>
National Power Rodding Corp.	\$30,717.00
United Septic, Inc.	\$61,240.00
Engineer's Estimate	\$67,435.00

Each of the bid proposals was properly completed and all were accompanied by the required bid security.

The lowest bidder, National Power Rodding Corp., is a well-qualified, local Chicago area contractor who has satisfactorily completed many municipal projects in the suburban area surrounding Chicago. They have a sufficient work force in which to complete this project by the June 1, 2016 completion date. It is our recommendation that the Village accept the bid proposal submitted by National Power Rodding Corp.

April 19, 2016
Page 2

We have enclosed a copy of the bid tabulation for the project and the original bid proposals.

Please feel free to contact our office should you have any questions or require additional information.

Respectfully submitted,

EDWIN HANCOCK ENGINEERING CO.



Derek Treichel, P.E.

Enclosures

BID TABULATION

BID DATE & TIME: Monday, April 18, 2016 - 10 AM

PROJECT: 2016 Sewer Cleaning and Televising Project

k:\bidtabs\BROOKFLD\1606401 - 2016 Swr CLN TV.xls - (Part of 2016 Street Improvements)

	QUANTITY	UNIT	ENGINEER'S ESTIMATE		NAT'L POWER RODDING		UNITED SEPTIC, INC.	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1. Basic Cleaning of 6" Dia Sanitary Sewers	120	Foot	1.25	150.00	0.50	60.00	1.25	150.00
2. Televising 6" Sanitary Sewers	120	Foot	1.75	210.00	1.35	162.00	1.00	120.00
3. Basic Cleaning of 8" Dia Sanitary Sewers	3,500	Foot	1.25	4,375.00	0.10	350.00	1.25	4,375.00
4. Televising 8" Sanitary Sewers	3,500	Foot	1.75	6,125.00	1.25	4,375.00	1.00	3,500.00
5. Basic Cleaning of 10" Dia Sanitary Sewers	11,000	Foot	1.25	13,750.00	0.10	1,100.00	1.35	14,850.00
6. Televising 10" Sanitary Sewers	11,000	Foot	1.75	19,250.00	1.25	13,750.00	1.00	11,000.00
7. Basic Cleaning of 12" Dia Sanitary Sewers	5,000	Foot	1.50	7,500.00	0.10	500.00	1.35	6,750.00
8. Televising 12" Sanitary Sewers	5,000	Foot	1.75	8,750.00	1.25	6,250.00	1.00	5,000.00
9. Basic Cleaning of 12" Dia CombinedSewers	850	Foot	1.50	1,275.00	0.10	85.00	1.35	1,147.50
10. Televising 10" Combined Sewers	850	Foot	1.75	1,487.50	1.25	1,062.50	1.00	850.00
11. Basic Cleaning of 12" Dia Storm Sewers	550	Foot	1.50	825.00	0.10	55.00	1.35	742.50
12. Televising 12" Storm Sewers	550	Foot	1.75	962.50	1.25	687.50	1.00	550.00
13. Basic Cleaning of 15" Dia Storm Sewers	900	Foot	1.50	1,350.00	0.10	90.00	1.45	1,305.00
14. Televising 15" Storm Sewers	900	Foot	1.75	1,575.00	1.00	900.00	1.00	900.00
15. Heavy Cleaning Sewers	4,000	Foot	2.00	8,000.00	0.01	40.00	2.50	10,000.00
16. Removal and Disposal of Waste Materials	50	Ton	100.00	5,000.00	25.00	1,250.00		-
TOTAL AMOUNT OF BID				\$ 67,435.00		\$ 30,717.00		\$ 61,240.00

21,920

RESOLUTION NO. R-2016- 1030

**A RESOLUTION AWARDING A CONTRACT FOR THE 2016 SEWER CLEANING
AND TELEVISIONING FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 25TH DAY OF APRIL 2016**

RESOLUTION NO. R-2016- 1030

**A RESOLUTION AWARDING A CONTRACT FOR THE 2016 SEWER CLEANING
AND TELEVISIONING FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

WHEREAS, the Village of Brookfield (hereinafter the "Village"), a municipal corporation of the State of Illinois, is authorized by the Illinois Municipal Code to operate and maintain a sewer system for the benefit of the Village and its inhabitants;

WHEREAS, the Village has determined that certain portions of its sewer system are in need of cleaning and televising;

WHEREAS, the Village has received a satisfactory proposal for the 2016 Sewer Cleaning and Televising Project from National Power Rodding Corporation of Chicago, Illinois; and in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals in the open market for the 2016 Sewer Cleaning and Televising Project; and

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village of Brookfield, it is desirable, necessary and in the best interest of the Village to enter into a contract by and between the Village and National Power Rodding Corporation of Chicago, Illinois, for the 2016 Sewer Cleaning and Televising Project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: Recitals. The facts and statements contained in the preamble to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: Waiver of Competitive Bidding. Not less than two-thirds of the corporate authorities find that the circumstances necessitate and it is in the best interest of the Village to waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals in the open market for the 2016 Sewer Cleaning and Televising Project.

Section 3: Contract Award. The corporate authorities hereby award National Power Rodding Corporation of Chicago, Illinois, the contract for the 2016 Sewer Cleaning and Televising Project subject to the furnishing of the proper bonds and evidence of insurance.

Section 4: Issuance of Notice of Award. The Village President is hereby authorized to execute and the Village Clerk to attest, seal and issue a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof to National Power Rodding Corporation of Chicago, Illinois. The Notice of Award shall be accompanied by a sufficient number of contracts with all other written contract documents attached for execution by National Power Rodding Corporation of Chicago, Illinois. Provided that National Power Rodding Corporation of Chicago, Illinois, returns to the Village within ten (10) days of the receipt of the Notice of Award the contract with all other written contract documents attached, properly executed by it, the Village President is authorized to execute and the Village Clerk to attest the contract and other written contract documents substantially in the form attached hereto marked as Exhibit "B" and made a part hereof with such terms therein, consistent with this resolution as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such contract documents by the Village President and the Village Attorney.

Section 5: **Effective Date.** This resolution shall take effect immediately upon its approval by two-thirds of all the trustees holding office and adoption in accordance with law.

ADOPTED this 25th day of April 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 25th day of April 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
and published in pamphlet form
this 25th day of April 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

EXHIBIT "A"

**VILLAGE OF BROOKFIELD, ILLINOIS
NOTICE OF AWARD**

TO: National Power Rodding Corporation
2500 W. Arthington Street
Chicago, Illinois 60612

PROJECT DESCRIPTION: 2016 Sewer Cleaning and Televising Project - Village of Brookfield, Illinois.

The Village of Brookfield has considered the Proposal submitted by you for the above-described work.

YOU ARE HEREBY NOTIFIED that your proposal has been accepted for the following items at the following prices.

No.	Item	Quantity	Unit	Unit Price	Amount
1.	Basic Cleaning of 6" Dia. Sanitary Sewers	120	Foot	0.50	60.00
2.	Televising 6" Sanitary Sewers	120	Foot	1.35	162.00
3.	Basic Cleaning of 8" Dia. Sanitary Sewers	3,500	Foot	0.10	350.00
4.	Televising 8" Sanitary Sewers	3,500	Foot	1.25	4,375.00
5.	Basic Cleaning of 10" Dia. Sanitary Sewers	11,000	Foot	0.10	1,100.00
6.	Televising 10" Sanitary Sewers	11,000	Foot	1.25	13,750.00
7.	Basic Cleaning of 12" Dia. Sanitary Sewers	5,000	Foot	0.10	500.00
8.	Televising 12" Sanitary Sewers	5,000	Foot	1.25	6,250.00
9.	Basic Cleaning of 12" Dia. Combined Sewers	850	Foot	0.10	85.00
10.	Televising 10" Combined Sewers	850	Foot	1.25	1,062.50
11.	Basic Cleaning of 12" Dia. Storm Sewers	550	Foot	0.10	55.00
12.	Televising 12" Storm Sewers	550	Foot	1.25	687.50
13.	Basic Cleaning of 15" Dia. Storm Sewers	900	Foot	0.10	90.00
14.	Televising 15" Storm Sewers	900	Foot	1.00	900.00
15.	Heavy Cleaning Sewers	4,000	Foot	0.01	40.00
16.	Removal and Disposal of Waste Materials	50	Ton	25.00	1,250.00
TOTAL					\$ 30,717.00

subject to the furnishing of the proper bonds and evidence of insurance.

You are required to execute the Contract and furnish the required bonds and evidence of insurance within ten (10) calendar days from the date of the receipt of this Notice. If you fail to execute said Contract and to furnish the required bonds and evidence of insurance within ten (10) days from the issuance of this Notice of Award, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Brookfield.

Dated this 25th day of April 2016.

VILLAGE OF BROOKFIELD, ILLINOIS

By: _____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 25th day of April 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this _____
day of April 2016.

National Power Rodding Corporation

By: _____
_____, President

EXHIBIT "B"
Contract

CONTRACT

This Contract made this 25th day of April 2016 between the Village of Brookfield, the "Department," and National Power Rodding Corporation, 2500 West Arthington Street, Chicago, Illinois 60612, the "Contractor," for the Village of Brookfield - 2016 Sewer Cleaning and Televising Program.

The Contractor hereby agrees as hereinafter set forth:

1. For and in consideration of the payments to be made by the Department and the agreements set forth in the Proposal hereto attached, to be made to Contractor, and according to the terms of the Contract Bond, the Department and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work, furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement:

Village of Brookfield - 2016 Sewer Cleaning and Televising Program

in strict compliance with Notice to Bidders and Invitation for Bids, the Specifications, Supplemental Specifications, Proposal and Contract Bond which are essential documents of and made a part of this Contract.

2. A. **Contract Sum.** The Department shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor's Proposal as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the Proposal, hereby made a part of hereof, which time is hereby declared to be of the essence of this contract. The undersigned Contractor declares that it understands that the quantities shown in the Proposal are approximate only and that they are subject to increase or decrease; and agrees that it will take, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this Contract.

B. **Contract Time.** The Contractor shall commence the work following execution of this Contract and the submission of the required bonds and evidence of insurance, and complete the work on or before June 1, 2016, unless an extension of time is granted in accordance with the Specifications.

C. **Payments.** Partial payment, acceptance, and final payment are to be made to the Contractor in accordance with and subject to the provisions embodied in the General Conditions, which are made a part of this Contract. The Department shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the

requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

3. Assignment of Contract. The Contract shall be deemed to be exclusive between the Department and the Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Department. The Department may refuse to accept any substitute Contractor for any reason.

4. Contractor Record Retention. The Contractor shall maintain all books and records relating to the performance of the Work under the Contract, and all subcontractors shall maintain books and records relating to their performance of work under their subcontract. The books and records shall be maintained by the Contractor and subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and subcontractor shall be available for review and audit by the Department. The Contractor and subcontractor shall cooperate fully with the Department (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Department to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor or subcontractor to maintain the books, records and supporting documents required by this paragraph or the failure by the Contractor or subcontractor to provide full access to and copying of all relevant books and records within a time period which allows the Department to comply timely with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Contract for which adequate books and records are not available or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The Contractor shall include the requirements of this Article in all subcontracts. The obligations imposed by this Article shall survive final payment and the termination of the other obligations imposed by the Contract.

5. Notices. Written notices between the Department and the Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Department:

Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Mr. Keith R. Sbiral, AICP, Village Manager

b. If to Contractor:

National Power Rodding Corporation
2500 West Arthington Street
Chicago, Illinois 60612
Attn: William T. Kreidler, President

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

6. Entire Contract. This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Addenda, if any (none unless indicated here) _____
- (b) Notice to Bidders
- (c) Scope of Services
- (d) Instructions to Bidders
- (e) Bid Proposal
- (f) Contract
- (g) Contract Bond
- (h) Standard Specifications
- (i) The *Standard Specifications for Road and Bridge Construction* adopted April 1, 2016, as amended by the those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted April 1, 2016, indicated on the Check Sheet included in the contract documents, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, and the "Manual for Test Procedures for Materials," June 1, 2012, revised January 23, 2015, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) issued by the Illinois Department of Transportation
- (j) The *Standard Specifications for Sewer and Water Main Construction in Illinois*, Seventh Edition, 2014 excluding Sections 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Division I General Requirements and Covenants (hereinafter referred to as the "Standard Specifications for Sewer and Water Main Construction")
- (k) Watershed Management Ordinance" of the Metropolitan Water Reclamation District of Greater Chicago, adopted October, 2013, and all revisions thereto.
- (l) Supplemental Specifications
- (m) Certification that Contractor is not Barred from Public Contracting due to Bid-Rigging or Bid Rotating Convictions
- (n) State of Illinois Drug Free Workplace Certification
- (o) Equal Employment Opportunity Compliance Certificate

- (p) Location Map
- (q) Check Sheet for Recurring Special Provisions
- (r) Bureau of Design and Environment Special Provisions Check Sheet
- (s) Cook County, Illinois, Prevailing Wages

This contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral.

Noted: Contract documents (j), (k) and (l), are separate publications that will not be furnished by the Department but shall be the responsibility of the Contractor to obtain at its own expense.

Contract document (j) may be obtained from the Illinois Department of Transportation.
See <http://www.idot.illinois.gov>.

Contract document (k) may be obtained from the Illinois Society of Professional Engineers.
See <http://www.illinoisengineer.com>

This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Department and Contractor. This Contract is executed that day and year first written above.

Department: Village of Brookfield

Contractor: National Power Rodding Corporation

By: _____
Kit P. Ketchmark, Village President

By: _____
William T. Kreidler, President

Attest:

Attest:

By: _____
Brigid Weber, Village Clerk

By: _____
Reid Ruprecht, Secretary

RESOLUTION NO. R-2016 – 1032

**A RESOLUTION AUTHORIZING THE EXECUTION OF A LEGAL SERVICES
AGREEMENT BY AND BETWEEN STORINO, RAMELLO & DURKIN
AND THE VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE
VILLAGE OF BROOKFIELD GENERAL OBLIGATION BONDS, SERIES 2016**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 25TH DAY OF APRIL, 2016**

RESOLUTION NO. R-2016 – 1032

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEGAL SERVICES AGREEMENT BY AND BETWEEN STORINO, RAMELLO & DURKIN AND THE VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE VILLAGE OF BROOKFIELD GENERAL OBLIGATION BONDS, SERIES 2016

WHEREAS, due to the professional skills required to issue a local issuer's counsel opinion for the issuance of general obligation bonds, it is, in the opinion of a majority of the corporate authorities of the Village of Brookfield, advisable, necessary and in the public interest that the Village of Brookfield waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and contract for professional legal services for the issuance of general obligation bonds by the Village; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Brookfield, it is advisable, necessary and in the public interest that the Village of Brookfield enter into a Legal Services Agreement with Storino, Ramello & Durkin, to provide professional legal services for the issuance of a general obligation bonds by the Village.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1. It is hereby determined that due to the professional skills required to issue a bond counsel opinion for the issuance of general obligation bonds, it is advisable, necessary and in the public interest that the Village of Brookfield waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and enter into a Legal Services Agreement with Storino, Ramello & Durkin for professional legal services to assist the Village with the issuance of general obligation bonds by the Village.

Section 2. The President shall be and is hereby authorized and directed to execute and the Village Clerk shall be and is hereby authorized and directed to attest and to place the municipal seal on the Legal Services Agreement with Storino, Ramello & Durkin in substantially the form attached hereto as Exhibit "A".

Section 3. This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 25th day of April, 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 25th day of April, 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 25th day of April, 2016.

Brigid Weber, Clerk of the Village
of Brookfield, Cook County, Illinois

Exhibit "A"
Legal Services Agreement
with
Storino, Ramello & Durkin
for the
Village of Brookfield – General Obligation Bonds, Series 2016

This Agreement made this 25th day of April 2016, between the Village of Brookfield, Illinois (the "*Village*"), an Illinois municipal corporation, and Storino, Ramello & Durkin ("*Attorneys*"), for local issuer's counsel ("*Local Issuer's Counsel*") services for the issuance of the Village of Brookfield – General Obligation Bonds, Series 2016 (the "*Bonds*"), by the Village (the "*Agreement*").

The Attorneys hereby agree as hereinafter set forth:

Section 1. Scope of Services. The Attorneys agree to perform the following Services for the Village as and when required:

The rendering of the Attorneys' customary approving legal opinion as described in detail below.

1.1. *Description of Services.* As Local Issuer's Counsel, the Attorneys will work with the Village officers (including the governing body of the Village) and employees and bond counsel to the Village and the following persons and firms: the underwriters or other bond purchasers who purchase the Bonds from the Village (all of whom are referred to as the "*Bond Purchasers*"), counsel for the Bond Purchasers, financial advisors, trustee, paying agent and bond registrar and their designated counsel (the Village officers (including the governing body of the Village) and employees and bond counsel to the Village and all of the foregoing persons or firms, collectively, the "*Participants*"). The Attorneys shall undertake each of the following as necessary:

1.1.1. Review relevant Illinois law, including pending legislation and other recent developments, relating to the legal status and powers of the Village or otherwise relating to the issuance of the Bonds.

1.1.2. Obtain information about the Bond transaction and the nature and use of the facilities or purposes to be financed or, for any portion of the Bonds to be issued for refunding purposes, the facilities or purposes financed with the proceeds of the bonds to be refunded (the "*Project*").

1.1.3. Review the proposed timetable and consult with the Participants as to the issuance of the Bonds in accordance with the timetable.

1.1.4. Assist with preparation of or review major Bond documents, including bond ordinance, tax compliance certificates, review the bond purchase agreement, if applicable, and additional Bond closing documents as reasonably required by bond counsel to the Village. The Attorneys understand that the Bonds will be sold at a competitive sale and that the Village will be assisted in the preparation of the official statement and in the process of the sale itself by its financial advisor. As Local Issuer's Counsel, the Attorneys assist the Village officers (including the governing body of the Village) and employees and bond counsel to the Village in reviewing only those portions of the official statement or any other disclosure document to be disseminated in connection with the sale of the Bonds involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith), and pending litigation concerning the Bonds.

1.1.5. Assist with preparation of or review all pertinent proceedings to be considered by the governing body of the Village; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings and draft pertinent excerpts of minutes of the meetings relating to the financing.

1.1.6. Attend or host such drafting sessions and other conferences as may be necessary, including a pre-closing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and certificates, opinions and document transcripts.

1.1.7. Render the Attorneys' legal opinion regarding compliance with the Illinois Open Meetings Act as it relates to proceeding authorizing the issuance of the Bonds, pending litigation concerning the issuance of the Bonds, and other matters reasonably requested by bond counsel to the Village, which opinion (the "*Local Issuer's Opinion*") will be delivered in written form on the date the Bonds are exchanged for their purchase price (the "*Closing*"). The Local Issuer's Opinion will be based on facts and law existing as of its date as discussed below at Section 23. The Attorneys' opinion represents the Attorneys' legal judgment based upon the Attorneys' review of the law and the facts so supplied to the Attorneys that the Attorneys deem relevant and is not a guarantee of a result.

1.1.8. If necessary, assisting with the filing with Cook County of documents necessary for the issuance of the Bonds.

The Services described herein are hereinafter referred to as the "*Services*."

1.2. *Limitations; Services the Attorneys Do Not Provide.* The Attorneys' duties as Local Issuer's Counsel are limited as stated above. Consequently, unless otherwise agreed pursuant to a separate agreement, the Attorneys' duties do not include:

1.2.1. Giving any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, advice estimating or comparing the relative cost to maturity of the Bonds depending on various interest rate assumptions, or advice recommending a particular structure as being financially advantageous under prevailing market conditions, or financial advice as to any other aspect of the Bond transaction, including, without limitation, the undertaking of the Project, the investment of Bond proceeds, the making of any investigation of or the expression of any view as to the creditworthiness of the Village, of the Project or of the Bonds or the form, content, adequacy or correctness of the financial statements of the Village. The Attorneys will not offer the Village officers (including the governing body of the Village) and employees and bond counsel to the Village financial advice in any capacity beyond those constituting services of a traditionally legal nature.

1.2.2. Except as described in 1.1.4 above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds (which may be referred to as the "*Official Statement*") or performing an independent investigation to determine the accuracy, completeness or sufficiency of the Official Statement or rendering any advice, view or comfort that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Please see the Attorneys' comments below at Section 23.5 and Section 23.6.

1.2.3. Independently establishing the veracity of certifications and representations of the Village officers (including the governing body of the Village) and employees and bond counsel to the Village or the other Participants. For example, the Attorneys will not review the data available on the Electronic Municipal Market Access system website created by the Municipal Securities Rulemaking Board (and commonly known as "*EMMA*") to verify the information relating to the Bonds to be provided by the Bond Purchasers, and the Attorneys will not undertake a review of the Village's website to establish that information contained corresponds to that which the Village officers (including the governing body of the Village) and employees to the Village provide independently in the Village's certificates or other transaction documents.

1.2.4. Except as described in 1.1.8 above, supervising any state, county or local filing of any proceedings held by the governing body of the Village incidental to the Bonds.

1.2.5. Preparing any of the following — an opinion regarding the validity of the Bonds, the source of payment for the Bonds and the federal income tax treatment of interest on the Bonds; requests for tax rulings from the Internal Revenue Service (the “Service”); blue sky or investment surveys with respect to the Bonds; state legislative amendments; or pursuing test cases or other litigation.

1.2.6. Opining on securities laws compliance or as to the continuing disclosure undertaking pertaining to the Bonds; and, after the execution and delivery of the Bonds, providing advice as to any Securities and Exchange Commission investigations or concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

1.2.7. After Closing, providing continuing advice to the Village or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be tax-exempt; *e.g.*, the Attorneys will not undertake rebate calculations for the Bonds, the Attorneys will not monitor the investment, use or expenditure of Bond proceeds or the use of the Project, and the Attorneys are not retained to respond to Service audits.

1.2.8. Any other matter not specifically set forth above in Section 1.1.

Section 2. Commencement and Completion of Services. The Attorneys shall be prepared and ready to commence the Services provided for in this Agreement at the direction of the Village, following execution of this Agreement by the Village. Subject to reasonable allowances for delay in the Services due to causes beyond the control of the Attorneys, the Attorneys shall complete all Services to be performed under this Agreement in a timely manner. The Attorneys acknowledges that time is of the essence of this Agreement and in the performance and completion of the Attorneys’ Services.

Section 3. Village’s Cooperation. The Village shall (i) provide the Attorneys with relevant material, data, and information in its possession pertaining to the specific project or activity; (ii) consult with the Attorneys when requested; and (iii) ensure reasonable cooperation of the Village’s employees in the Attorneys’ activities.

Section 4. Attorneys’ Compensation. As is customary, the Attorneys will bill their Attorneys’ fees as Local Issuer’s Counsel on a transactional basis instead of hourly. Factors which affect the Attorneys’ billing include: (a) the amount of the Bonds; (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing, legal issues and so forth); (d) recognition of the partially contingent nature of the Attorneys’ fee, since it is customary that in the case no financing is ever completed, the Attorneys render a greatly reduced statement of charges; and (e) a recognition that the Attorneys carry the time for services rendered on the Attorneys’ books until a financing is completed, rather than billing monthly or quarterly. The continuation of this Agreement is dependent upon the Attorneys’ fee as Local Issuer’s Counsel being mutually agreeable to the Village and the Attorneys. If, at any time, the Attorneys believe that circumstances require an adjustment of the Attorneys’ original fee estimate, the Attorneys will consult with the Village officers (including

the governing body of the Village) and employees and bond counsel to the Village and prepare an amendment to this Agreement. The Attorneys' summary statement of charges shall be rendered and paid at Closing. The Attorneys shall not submit any detailed statement for fees prior to or after the Closing. If, for any reason, the Bonds are not issued or are issued without the rendition of the Attorneys' Local Issuer's Opinion as Local Issuer's Counsel, or the Attorneys' services are otherwise terminated, the Attorneys expect to negotiate with the Village a mutually agreeable compensation. The Village shall pay Attorneys for the performance of the Services a flat fee of Fifteen Thousand Dollars (\$15,000.00).

Section 5. Payments. Attorneys' compensation shall be payable from the proceeds of the Bonds issue and shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

Section 6. Confidentiality.

6.1. It is anticipated that the Village will disclose to the Attorneys certain proprietary information which is identified as proprietary and confidential at the time of disclosure or which can reasonably be regarded as confidential ("*Confidential Information*"). The disclosure of Confidential Information shall not be construed to grant to the Attorneys any ownership or other proprietary interest in the Confidential Information. The Attorneys do not acquire any title, ownership, or other intellectual property right or license by virtue of such disclosure. The Attorneys shall employ diligent efforts to maintain the secrecy and confidentiality of all Confidential Information. The Attorneys will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any Confidential Information or any other information concerning the business, services, finances or operations of the Village except as expressly authorized by the Village. The Attorneys shall treat such Confidential Information at all times as confidential, *provided, however*, that the Confidential Information may be disclosed only for purposes of the performance of the Services to employees of the Village or the Attorneys with a need to know for purposes of the performance of the Services hereunder. The Attorneys acknowledge that each of the following can contain Confidential Information of the Village and that the disclosure of any of the following by Attorneys without the Village's express authorization would be harmful and damaging to the Village's interests:

6.1.1. All information provided to the Attorneys by the Village relating to or in the course of providing the Services being performed by the Attorneys under this Agreement regardless of its type or form which is not known to the public or not subject to disclosure under the Freedom of Information Act.

6.1.2. Financial information, emergency response and homeland security information and law enforcement records which are not known to the public.

6.2. This itemization of Confidential Information is not exclusive, as there may be other information that is included within this covenant of confidentiality. This

information is confidential whether or not it is expressed on paper, disk, diskette, electronic memory, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through the Attorneys' wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

6.3. All books, papers, records, lists, files, forms, reports, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the Village's business, services, programs, software or residents, whether prepared by the Attorneys or anyone else, are the exclusive property of the Village. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any Confidential Information of the Village are the exclusive property of the Village.

6.4. The Attorneys shall have no obligation to keep confidential any Confidential Information disclosed hereunder, which the Attorneys can demonstrate by clear and convincing evidence: (a) was rightfully in the Attorneys' possession before receipt from the Village other than through prior disclosure by the Village; or (b) is or becomes a matter of general public knowledge through no breach of this Agreement; or (c) is rightfully received by the Attorneys from a third party without an obligation of confidentiality; or (d) is independently developed by the Attorneys; or (e) is disclosed under operation of law, governmental regulation, or court order, provided the Attorneys first gives the Village notice and a reasonable opportunity to secure confidential protection of such Confidential Information.

6.5. Upon termination of this Agreement or earlier at the Village's request at any time, the Attorneys shall (a) immediately cease using the Confidential Information, and (b) promptly deliver to the Village all tangible embodiments of the Confidential Information.

6.6. In the event of breach of the confidentiality provisions of this Agreement, it shall be conclusively presumed that irreparable injury would result to the Village; and there would be no an adequate remedy at law. The Village shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this Agreement. The Village is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this Agreement survive the termination or performance of this Agreement.

Section 7. Work Made for Hire.

7.1. All work product created or developed hereunder, including, but not limited to, reports and any other documents prepared by the Attorneys in connection with any or all of the Services delivered to the Village is for the use of and shall be the

exclusive property of the Village. All papers, notes, records, lists, data, files, forms, reports, accounts, documents, computer disks and diskettes, magnetic media, electronic files created or modified by the Attorneys relating in any manner to the Services performed by the Attorneys or by anyone else and used by Attorneys in performance of the Services shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

7.2. The Attorneys hereby irrevocably assigns and transfers to the Village and its successors and assigns all of its right, title, interest and ownership in the work made for hire, including, but not limited to, copyrights, trademarks, patents, trade secret rights, all intellectual property rights and the rights to secure any renewals, reissues, and extensions thereof. The Attorneys grant permission to the Village to register the copyright and other rights in the work made for hire in the Village's name. The Attorneys shall give the Village or any other person designated by the Village all assistance reasonably necessary to perfect its rights under this Agreement and to sign such applications, documents, assignment forms and other papers as the Village requests from time to time to further confirm this assignment. The Attorneys further grant to the Village full, complete and exclusive ownership of the work made for hire. The Attorneys shall not use the work made for hire for the benefit of anyone other than the Village, without the Village's prior written permission. Upon completion of the Services or other termination of this Agreement, the Attorneys shall deliver to the Village all copies of any and all materials relating or pertaining to this Agreement. The Attorneys irrevocably and unconditionally waives all rights in all such work made for hire. The Attorneys warrant that all work product of Attorneys will be original, except as otherwise agreed in writing with the Village.

7.3. In the event that the Village provides the Attorneys with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of the Village; and the Attorneys shall immediately deliver all such materials, equipment and property to the Village at the conclusion of Services hereunder or at any earlier time upon demand by the Village.

Section 8. Insurance Requirements. Attorneys shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Attorneys, its agents, representatives, employees or subcontractors.

8.1. *Minimum Scope of Insurance.* Coverage shall be at least as broad as: Commercial General Liability - Occurrence form; and

- (1) Automobile Liability; and
- (2) Professional Liability/Errors and Omissions policy; and
- (3) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

8.2. *Minimum Limits of Insurance.* Attorneys shall maintain limits no less than:

(1) *Commercial General Liability:* \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$1,000,000 per person per aggregate.

(2) *Automobile Liability:* \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) *Professional Liability:* \$5,000,000 single limit for errors and omissions, professional/malpractice liability.

(4) *Worker's Compensation and Employers' Liability:* Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

8.3. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the Village.

8.4. *Other Insurance Provisions.* The policies are to contain, or be endorsed to contain the following provisions:

(1) *Commercial General Liability and Automobile Liability Coverages:*

(a) The Village, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of Services performed by or on behalf of Attorneys as well as equipment procured, owned, leased, hired or borrowed by Attorneys. The coverage shall contain no special limits on the scope of the protection afforded to the Village, its officials, employees or volunteers.

(b) Attorneys' insurance coverage shall be primary insurance as respects the Village, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees or volunteers shall be in excess of Attorneys' insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers.

(d) Coverage shall state that Attorneys' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) *Worker's Compensation and Employers' Liability Coverage:* The insurer shall agree to waive all rights or subrogation against the Village, its officials, employees or volunteers for losses arising from Services performed by Attorneys for the Village.

(3) *All Coverages:* Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Village.

(4) *Acceptability of Insurers:*

(a) The insurance carrier used by Attorneys shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

(b) Attorneys shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any Services commences. The Village reserves the right to request full certified copies of the insurance policies.

Section 9. Certifications.

9.1. The Attorneys shall submit to the Village a certification that Attorneys, its partners holding more than five percent (5%) of the outstanding partnership interest of the Attorneys are:

9.1.1. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

9.1.2. not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

9.1.3. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

9.2. In addition, the Attorneys shall represent and warrant to the Village that as a condition of any Agreement with the Village that:

9.2.1. The Attorneys maintain and will maintain a drug free workplace in accordance with the *Drug Free Workplace Act* (30 ILCS 580/1 *et seq.*);

9.2.2. The Attorneys provide equal employment opportunities in accordance with the *Illinois Human Rights Act* (775 ILCS 5/1-101 *et seq.*)

9.2.3. The Attorneys are not in violation of the *Public Officer Prohibited Activities Act* (50 ILCS 105/0.01 *et seq.*);

9.2.4. No officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the bidder.

9.2.5. The Attorneys have not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.

9.2.6. Neither the Attorneys nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Attorneys and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

Section 10. Record Retention. The Attorneys shall maintain their records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Attorneys shall be available for review and audit by the Village. The Attorneys shall cooperate with the Village (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*).

Failure by the Attorneys to maintain the books, records and supporting documents required by this section or the failure by the Attorneys to provide full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

Section 11. Equal Employment Opportunity.

11.1. In the event of the Attorneys' non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Attorneys may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Attorneys agree as follows:

11.1.1. That the Attorneys will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

11.1.2. That, if the Attorneys hire additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which the Attorneys may reasonably recruit; and the Attorneys will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

11.1.3. That, in all solicitations or advertisements for employees placed by the Attorneys or on the Attorneys' behalf, the Attorneys will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

11.1.4. That the Attorneys will send to each labor organization or representative of workers with which the Attorneys has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Attorneys' obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Attorneys in the Attorneys' efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the Attorneys will promptly notify the Illinois Department of Human Rights; and the Village and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

11.1.5. That the Attorneys will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations.

11.1.6. That the Attorneys will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations.

11.1.7. That the Attorneys will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Attorneys will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify the Village and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Attorneys will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 12. Prohibition of Segregated Facilities. The Attorneys will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise, the Attorneys shall (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in

compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that the Attorneys will retain such certifications in its files.

Section 13. Sexual Harassment Policy. The Attorneys has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

Section 14. Effectiveness. This Agreement shall become effective only after approval by the Village. The term of this Agreement shall be for one year following the effective date of this Agreement. This Agreement shall remain in full force and effect until terminated by the Village or the Attorneys as provided herein.

Section 15. Assignment of Contract. The Agreement shall be deemed to be exclusive between Village and the Attorneys. This Agreement shall not be assigned by the Attorneys without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute Attorneys for any reason.

Section 16. [RESERVED]

Section 17. Notices. Written notices between Village and the Attorneys shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

A. If to the Village:

Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Brigid Weber, Village Clerk

B. If to Attorneys:

Storino, Ramello & Durkin
9501 West Devon Avenue, #800
Rosemont, Illinois 60018
Attn: Richard J. Ramello, Partner

C. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

Section 18. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Agreement may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and Attorneys. This Agreement is executed that day and year first written above.

Section 19. Termination of Agreement. This Agreement may be terminated by either party only by notifying the other party in writing, by certified mail, return receipt requested, seven (7) days prior to the proposed termination date. In such event, the Attorneys shall be paid for any and all Services rendered to the date of receipt of the notice of termination, including all reimbursements due, based upon the Services performed.

Section 20. Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Agreement or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

Section 21. Applicable State Law. This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce any item of this Agreement shall be so brought in the State of Illinois.

Section 22. Attorney-Client Relationship; Representation of Others. Upon execution of this Agreement the Village will be the Attorneys' client, and an attorney-client relationship will exist between the Village and the Attorneys. However, the Attorneys' services as Local Issuer's Counsel are limited as set forth in this Agreement, and the Village's execution of this Agreement will constitute an acknowledgment of those limitations. The attorney-client privilege, normally applicable under state law, may be diminished or non-existent for written advice delivered with respect to Federal tax law matters. This Agreement will also serve to give the Village officers (including the governing body of the Village) and employees and special counsel to the Village express written notice that from time to time the Attorneys represent in a variety of capacities and consult with most underwriters, investment bankers, credit enhancers such as bond insurers or issuers of letters of credit, ratings agencies, investment providers, brokers of financial products, financial advisors, banks and other financial institutions and other persons who participate in the public finance market on a wide range of issues. One or more of such firms may be the winning bidder (*i.e.*, become the Bond Purchasers) at the public sale of the Bonds. Prior to execution of this Agreement the Attorneys may have consulted with one or more of such firms regarding the Bonds including, specifically, the Bond Purchasers. The Attorneys are advising the Village officers (including the governing body of the Village) and employees and

special counsel to the Village, and the Village officers (including the governing body of the Village) and employees and special counsel to the Village understand that the Village consents to the Attorneys' representation of the Village in this matter, notwithstanding such consultations, and even though parties whose interests are or may be adverse to the Village in this transaction are clients in other unrelated matters. The Village's acceptance of the winning bid constitutes consent to these other engagements. Neither the Attorneys' representation of the Village nor such additional relationships or prior consultations will affect, however, the Attorneys' responsibility to render an objective Local Issuer's Opinion. The Village's consent does not extend to any conflict that is not subject to waiver under applicable Rules of Professional Conduct, or to any matter that involves the assertion of a claim against the Village or the defense of a claim asserted by the Village. In addition, the Attorneys agree that the Attorneys will not use any confidential non-public information received from the Village officers (including the governing body of the Village) and employees and special counsel to the Village in connection with this engagement to the Village's material disadvantage in any matter in which the Attorneys would be adverse to the Village.

Section 23. Other Terms of the Engagement; Certain of the Village's Undertakings. The Attorneys' understanding with respect to this engagement and the Village's role in connection with the issuance of the Bonds is as follows:

23.1. In rendering the Local Issuer's Opinion and in performing any other services hereunder, the Attorneys will rely upon the certified proceedings and other certifications the Village officers (including the governing body of the Village) and employees and special counsel to the Village and other persons furnish the Attorneys. Other than as the Attorneys may determine as appropriate to rendering the Local Issuer's Opinion, the Attorneys are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications.

23.2. The factual representations contained in those documents which are prepared or reviewed by the Attorneys, and the factual representations which may also be contained in any other documents that are furnished to the Attorneys by the Village officers (including the governing body of the Village) and employees and special counsel to the Village are essential for and provide the basis for the Attorneys' conclusions that there is compliance with State law requirements for the issue and sale of valid bonds. Accordingly, it is important the truth, accuracy and completeness of matters contained in those documents at the issuance of the Bonds.

23.3. If the documents contain incorrect or incomplete factual statements, the Village officers (including the governing body of the Village) and employees and special counsel to the Village must call those to the Attorneys' attention. The Attorneys shall discuss the content or meaning of the transaction documents with the Village officers (including the governing body of the Village) and employees and special counsel to the Village. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the Bonds or the adequacy of disclosures made in the Official Statement under the State and Federal securities laws, with resulting potential liability for the Village officers (including the governing body of

the Village) and employees and special counsel to the Village. During the course of this engagement, the Attorneys will further assume and rely on the Village officers (including the governing body of the Village) and employees and special counsel to the Village to provide the Attorneys with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. The Attorneys understand that the Village officers (including the governing body of the Village) and employees and special counsel to the Village will cooperate with the Attorneys in this regard.

23.4. The Village officers (including the governing body of the Village) and employees and special counsel to the Village should carefully review all of the representations the Village officers (including the governing body of the Village) and employees and special counsel to the Village are making in the transaction documents. The Attorneys are available and encourage the Village officers (including the governing body of the Village) and employees and special counsel to the Village to consult with the Attorneys for explanations as to what is intended in these documents. To the extent that the facts and representations stated in the documents the Attorneys provide to the Village officers (including the governing body of the Village) and employees and special counsel to the Village appear reasonable to the Attorneys, and are not corrected by the Village officers (including the governing body of the Village) and employees and special counsel to the Village, the Attorneys are then relying upon the Village officers (including the governing body of the Village) and employees and special counsel to the Village signed certifications for their truth, accuracy and completeness.

23.5. Issuing the Bonds as “securities” under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the Bonds, the Village is obligated under the State and Federal securities laws and the Federal tax laws to disclose all material facts. The Village’s lawyers, financial advisers and bankers can assist the Village in fulfilling these duties, but the Village in its corporate capacity, including the Village officers (including the governing body of the Village) and employees and special counsel to the Village, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information. Further, there are complicated Federal tax rules applicable to tax-exempt bonds. The Service has an active program to audit such transactions. The documents the Attorneys prepared by bond counsel are designed so that the Bonds will comply with the applicable rules, but this means the Village officers (including the governing body of the Village) and employees and special counsel to the Village must fully understand the documents, including the representations and the covenants relating to continuing compliance with the federal tax requirements. Accordingly, the Attorneys want the Village officers (including the governing body of the Village) and employees and special counsel to the Village to ask questions about anything in the documents that is unclear.

23.6. As noted, the members of the governing body of the Village also have duties under the State and Federal securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the bond issue size, use of proceeds and related matters.

23.7. The Attorneys are also concerned about the adoption by the Village of the gift ban provisions of the State Officials and Employees Ethics Act, any special ethics or gift ban ordinance, resolution, bylaw or code provision, any lobbyist registration ordinance, resolution, bylaw or code provision or any special provision of law or ordinance, resolution, bylaw or code provision relating to disqualification of counsel for any reason. The Attorneys are aware of the provisions of the State Officials and Employees Ethics Act and will assume that the Village officers (including the governing body of the Village) and employees and special counsel to the Village are aware of these provisions as well and that the Village has adopted proceedings that are only as restrictive as such Act. However, if the Village has stricter provisions than appear in such Act or has adopted such other special ethics or lobbyist provisions, the Attorneys assume and are relying upon the Village officers (including the governing body of the Village) and employees and special counsel to the Village to advise the Attorneys of same.

Section 24. Risk of Audit by Internal Revenue Service. The Service has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is excludable from gross income of the owners for federal income tax purposes. The Attorneys can give no assurances as to whether the Service might commence an audit of the Bonds or whether, in the event of an audit, the Service would agree with the opinion of bond counsel. If an audit were to be commenced, the Service may treat the Village as the taxpayer for purposes of the examination. As noted in Paragraph 7 of Part B above, the scope of the Attorneys' representation does not include responding to such an audit. However, if the Attorneys were separately engaged at the time, and subject to the applicable rules of professional conduct, the Attorneys may be able to represent the Village in the matter.

Section 25. End of Engagement and Post-Engagement; Records. The Attorneys' representation of the Village and the attorney-client relationship created by this Agreement will be concluded upon the issuance of the Bonds. The Village is engaging the Attorneys as special counsel to provide legal services in connection with a specific matter. After the engagement, changes may occur in the applicable laws or regulations, or interpretations of those laws or regulations by the courts or governmental agencies that could have an impact on the Village's future rights and liabilities. Unless the Village engages the Attorneys specifically to provide additional services or advice on issues arising from this matter, the Attorneys have no continuing obligation to advise the Village officers (including the governing body of the Village) and employees and special counsel to the Village with respect to future legal developments. This will be true even though as a matter of courtesy the Attorneys may from time to time provide the Village officers (including the governing body of the Village) and employees and special counsel to the Village with information or newsletters about current developments that the Attorneys think may be of interest to the Village officers (including the governing body of the Village) and employees and special counsel to the Village. While the Attorneys would be pleased to represent the Village in the future pursuant to a new engagement agreement, courtesy communications about developments in the law and other matters of mutual interest are not indications that the Attorneys have considered the individual circumstances that may affect the Village's rights or have undertaken to represent the Village or provide legal services. At the Village's request, to be made at or prior to Closing, any other papers and property provided by the Village will be promptly returned to the Village upon receipt of payment for the Attorneys' outstanding fees and

client disbursements. All other materials shall thereupon constitute the Attorneys' own files and property, and these materials, including lawyer work product pertaining to the transaction, will be retained or discarded by the Attorneys at the Attorneys' sole discretion. The Village also agrees with respect to any documents or information relating to the Attorneys' representation of the Village in any matter which have been lawfully disclosed to the public in any manner, such as by posting on EMMA, the Village's website, newspaper publications, filings with a County Clerk or Recorder or with the Secretary of State, or otherwise, that the Attorneys are permitted to make such documents or information available to other persons in the Attorneys' reasonable discretion. Such documents might include (without limitation) legal opinions, official statements, resolutions or ordinances, or like documents as assembled and made public in a governmental securities offering. The Attorneys call the Village's attention to the Village's own record keeping requirements as required by the Service. Answers to frequently asked questions pertaining to those requirements can be found on the Service's website under frequently asked questions related to tax-exempt bonds at www.irs.gov (click on "Tax Exempt Bond Community," then "Frequently Asked Questions"), and it will be the Village's obligation to comply for at least as long as any of the Bonds (or any future bonds issued to refund the Bonds) are outstanding, plus three years.

SIGNATURE PAGE

VILLAGE:

ATTORNEYS:

VILLAGE OF BROOKFIELD, ILLINOIS

STORINO, RAMELLO & DURKIN

By: _____
Kit P. Ketchmark, Village President

By: _____
Richard J. Ramello, Partner

ATTEST:

By: _____
Brigid Weber, Village Clerk

ATTORNEYS' CERTIFICATION

I, Richard J. Ramello, hereby certify, represent and warrant to the Village of Brookfield, Illinois (the "*Village*"), as a condition of any Agreement with the Village that Attorneys, its partners holding more than five percent (5%) of the outstanding partnership interest of Attorneys, are:

1. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

2. not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

3. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

In addition, Attorneys hereby represent and warrant to the Village as a condition of any Agreement with the Village that Attorneys:

1. Pursuant to 30 ILCS 580/1 *et seq.* ("*Drug-Free Workplace Act*"), will provide a drug-free workplace by:

A. Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in Attorneys' workplace.

2. Specifying the actions that will be taken against employees for violations of such prohibition.

3. Notifying the employee that, as a condition of employment on this Agreement, the employee will:

(a) abide by the terms of the statement;

(b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

1. the dangers of drug abuse in the workplace;

2. Attorneys' policy of maintaining a drug-free workplace;
3. any available drug counseling, rehabilitation, and employee assistance program; and
4. the penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.

D. Notifying the Village within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

2. The Attorneys have not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;

3. No Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of any interest in the Attorneys; or, if the Attorneys' stock is traded on a nationally recognized securities market, that no Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of more than one percent (1%) of the Attorneys; but if any Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of less than one percent (1%) of the Attorneys, the Attorneys have disclosed to the Village of Brookfield in writing the name(s) of the holder of such interest.

4. No officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from Attorneys in violation of Chapter 2, Article VII of the Code of Ordinances of the Village of Brookfield.

5. The Attorneys have not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Article VII of the Code of Ordinances of the Village of Brookfield.

6. Neither the Attorneys nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Attorneys and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Attorneys changes or any term or condition on which a certification is based changes, which then renders the certification to no longer be valid, the Attorneys shall so notify the Village of Brookfield in writing within seven (7) days.

Dated: April 25, 2016

Attorneys:

By: _____
Richard J. Ramello, Partner

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Richard J. Ramello appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: April 25, 2016

Notary Public

RESOLUTION NO. R - 2016 - 1033

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSULTANT SERVICES
AGREEMENT BY AND BETWEEN KANE, MCKENNA CAPITAL, INC.
AND THE VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE VILLAGE OF
BROOKFIELD GENERAL OBLIGATION BONDS, SERIES 2016**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 25TH DAY OF APRIL 2016

RESOLUTION NO. R - 2016- 1033

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSULTANT SERVICES AGREEMENT BY AND BETWEEN KANE, MCKENNA CAPITAL, INC. AND THE VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE VILLAGE OF BROOKFIELD GENERAL OBLIGATION BONDS, SERIES 2016

WHEREAS, due to the professional skills required to study, evaluate and administer the issuance of general obligation bonds it is, in the opinion of a majority of the corporate authorities of the Village of Brookfield, advisable, necessary and in the public interest that the Village of Brookfield waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and contract for professional financial services for the issuance of a general obligation bonds by the Village; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Brookfield, it is advisable, necessary and in the public interest that the Village of Brookfield enter into a Consultant Services Agreement with Kane, McKenna Capital, Inc., to provide professional financial services for the issuance of a general obligation bonds by the Village;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: It is hereby determined that due to professional skills required to study, evaluate and administer the issuance of general obligation bonds, it is advisable, necessary and in the public interest that the Village of Brookfield waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and enter into a Consultant Services Agreement with Kane, McKenna Capital, Inc. for

professional services to assist the Village with the issuance of general obligation bonds by the Village.

Section 2: The President shall be and is hereby authorized and directed to execute and the Village Clerk shall be and is hereby authorized and directed to attest and to place the municipal seal on the Consultant Services Agreement with Kane, McKenna Capital, Inc. in substantially the form attached hereto as Exhibit "A."

Section 3: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 25TH day of April 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 25th day of April 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 25th day of April 2015.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

Exhibit "A"

**CONSULTANT SERVICES AGREEMENT
WITH
KANE, MCKENNA CAPITAL, INC.**

CONSULTANT SERVICES AGREEMENT

WITH

KANE, MCKENNA CAPITAL, INC.

FOR THE

VILLAGE OF BROOKFIELD - GENERAL OBLIGATION BONDS – SERIES 2016

This Agreement made this 25th day of April 2016, between the Village of Brookfield, Illinois (the “Village”), an Illinois municipal corporation, and Kane, McKenna Capital, Inc., an Illinois corporation (“Consultant”), for financial advisory services for the proposed issuance of the Village of Brookfield General Obligation Bonds, Series 2016 (the “Bonds”) by the Village.

The Consultant hereby agrees as hereinafter set forth:

1. Scope of Services. The Consultant is registered as a Municipal Financial Advisor pursuant to Securities and Exchange Commission (SEC) regulations. Neither Kane, McKenna Capital, Inc. nor Kane, McKenna and Associates, Inc. shall participate in any bidding, underwriting, or sale of securities. The Consultant shall act as the Village’s Independent Registered Municipal Advisor (“Municipal Advisor”) to provide advice on any proposals from financial services firms concerning the issuance of municipal securities and the municipal financial products. This designation may be relied upon by broker-dealers and/or other municipal finance vendors, for purposes of the independent registered municipal advisor exemption to the SEC municipal Advisor Rule, until the latter of either the final details relating to the Bonds are completed or October 25, 2016. The Consultant agrees to perform the following Services to the Village as and when required:

1.1 EVALUATION OF APPROPRIATE FINANCING STRATEGY

To assist the Village in the issuance of the Bonds, the Consultant shall:

- 1) Analyze potential financial structures for the Bonds and advise the Village on a recommended financing maturity structure for the Bonds; and
- 2) Report regularly to the Village and attend any meetings as required.

1.2 IMPLEMENTATION OF FINANCING STRATEGY

To assist the Village in the issuance of the Bonds, the Consultant shall perform the following key services, where appropriate:

- 1) Draft the Preliminary and Final Official Statements, and other documents associated with the sale of the Bonds. The Official Statement will include the following:

- (a) Tax base/revenue analysis: evaluate components of tax base (i.e., major taxpayers);
- (b) Trend analysis of property tax base: evaluate changes in assessed valuation over past 5 years; changes in tax base;
- (c) Trend analysis of revenues, expenditures, changes in financial position and cash flow; composition of tax/revenue base;
- (d) Employment base analysis - major employers, type of employers (e.g., service, commercial);
- (e) Outstanding debt - nature and level of debt and debt structure; assumptions relating to the timing and valuation of development projects; and
- (f) Such other pertinent financial information as is necessary to ensure the Village is in compliance with all applicable disclosure laws, regulations, rules and requirements.

The diligence undertaken during preparation of the Preliminary and Final Official Statements will provide the Consultant and the Village with an overall assessment of the Village's financial and economic well-being. This analysis aids in evaluating the Village's financial and economic strengths in comparison to the bond investors' evaluations and perceptions of the Village. It also enables the Consultant to communicate the Village's whole picture to bond investors.

- 2) Prepare and submit all letters, documents, and other necessary information to bond rating agencies and bond investors;
- 3) Serve as liaison in communications with bond rating agencies and bond investors;
- 4) Facilitate procuring services of other service providers and obtaining price quotes to minimize costs of issuance and maintain quality and efficient service;
- 5) Assist in preparation of necessary ordinances, agreements, contracts, and other documents as required in conjunction with the Village, Bond Counsel and the Village's Attorneys;
- 6) Review projected market interest rates in light of current market conditions and advise the Village regarding any issues and timing considerations related thereto;
- 7) Conduct, as necessary, all activities essential to the sale of securities including, but not limited to, arranging for: competitive bids (if competitive bidding is selected); preparation of notice of sale; rating agency meeting; printing of the Official Statement, the registration and delivery of the Bonds, and closing of the bond issues;
- 8) Prepare a full report to the Village board of trustees on the financing, including explanation of our review of the debt structuring, interest rates and market conditions;
- 9) Report to the Village administration and Village Counsel, as appropriate; and

10) Coordinate all activities for the timely closing of the financing.

The Services described herein are hereinafter referred to as the "Services."

2. Commencement and Completion of Services. The Consultant shall be prepared and ready to commence the Services provided for in this Agreement at the direction of the Village, following execution of this Agreement by the Village. Subject to reasonable allowances for delay in the Services due to causes beyond the control of Consultant, Consultant shall complete all Services to be performed under this Agreement in a timely manner. Consultant acknowledges that time is of the essence of this Agreement and in the performance and completion of Consultant's Services.

3. Village's Cooperation. The Village shall (i) provide Consultant with relevant material, data, and information in its possession pertaining to the specific project or activity; (ii) consult with Consultant when requested; and (iii) ensure reasonable cooperation of the Village's employees in Consultant's activities.

4. Consultant's Compensation. The Village shall pay Consultant for the performance of the Services a flat fee of Forty Thousand Dollars (\$40,000.00).

5. Payments. Consultant's compensation shall be payable from the proceeds of the Bonds issue and shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

6. Confidentiality.

6.1 It is anticipated that the Village will disclose to Consultant certain proprietary information which is identified as proprietary and confidential at the time of disclosure or which can reasonably be regarded as confidential ("Confidential Information"). The disclosure of Confidential Information shall not be construed to grant to Consultant any ownership or other proprietary interest in the Confidential Information. Consultant does not acquire any title, ownership, or other intellectual property right or license by virtue of such disclosure. Consultant shall employ diligent efforts to maintain the secrecy and confidentiality of all Confidential Information. Consultant will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any Confidential Information or any other information concerning the business, services, finances or operations of the Village except as expressly authorized by the Village. Consultant shall treat such Confidential Information at all times as confidential, provided, however, that the Confidential Information may be disclosed only for purposes of the performance of the Services to employees of the Village or Consultant with a need to know for purposes of the performance of the Services hereunder. Consultant acknowledges that each of the following can contain Confidential Information of the Village and that the disclosure of any of the following by Consultant without the Village's express authorization would be harmful and damaging to the Village's interests:

6.1.1 All information relating to the Services being performed by Consultant under this Agreement regardless of its type or form which is not known to the public.

6.1.2 Financial information, emergency response and homeland security information and law enforcement records which are not known to the public.

6.2 This itemization of Confidential Information is not exclusive, as there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, electronic memory, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through the Consultant's partners', members' and employees' spouses, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

6.3 All books, papers, records, lists, files, forms, reports, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the Village's business, services, programs, software or residents, whether prepared by Consultant or anyone else, are the exclusive property of the Village. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any Confidential Information of the Village are the exclusive property of the Village.

6.4 Consultant shall have no obligation to keep confidential any Confidential Information disclosed hereunder, which Consultant can demonstrate by clear and convincing evidence: (a) was rightfully in Consultant's possession before receipt from the Village other than through prior disclosure by the Village; or (b) is or becomes a matter of general public knowledge through no breach of this Agreement; or (c) is rightfully received by Consultant from a third party without an obligation of confidentiality; or (d) is independently developed by Consultant; or (e) is disclosed under operation of law, governmental regulation, including but not limited to, regulation by the Securities and Exchange Commission or the Securities Department of the Illinois Secretary of State, or court order, provided Consultant first gives the Village notice and a reasonable opportunity to secure confidential protection of such Confidential Information.

6.5 Upon termination of this Agreement or earlier at the Village's request at any time, Consultant shall (a) immediately cease using the Confidential Information, and (b) promptly deliver to the Village all tangible embodiments of the Confidential Information.

6.6 In the event of breach of the confidentiality provisions of this Agreement, it shall be conclusively presumed that irreparable injury would result to the Village; and there

would be no an adequate remedy at law. The Village shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this Agreement. The Village is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this Agreement survive the termination or performance of this Agreement.

7. Work Made for Hire.

7.1 All work product created or developed hereunder, including, but not limited to, specifications, reports and any other documents prepared by Consultant in connection with any or all of the Services delivered to the Village is for the use of and shall be the exclusive property of the Village. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by Consultant relating in any manner to the Services performed by Consultant or by anyone else and used by Consultant in performance of the Services shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

7.2 Consultant hereby irrevocably assigns and transfers to the Village and its successors and assigns all of its right, title, interest and ownership in the Services, including, but not limited to, copyrights, trademarks, patents, trade secret rights, all intellectual property rights and the rights to secure any renewals, reissues, and extensions thereof. Consultant grants permission to the Village to register the copyright and other rights in the Services in the Village's name. Consultant shall give the Village or any other person designated by the Village all assistance reasonably necessary to perfect its rights under this Agreement and to sign such applications, documents, assignment forms and other papers as the Village requests from time to time to further confirm this assignment. Consultant further grants to the Village full, complete and exclusive ownership of the Services. Consultant shall not use the Services for the benefit of anyone other than the Village, without the Village's prior written permission. Upon completion of the Services or other termination of this Agreement, Consultant shall deliver to the Village all copies of any and all materials relating or pertaining to this Agreement. Consultant irrevocably and unconditionally waives all rights in all such Services products. Consultant warrants that all work product of Consultant will be original, except as otherwise agreed in writing with the Village.

7.3 In the event that the Village provides Consultant with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of the Village; and Consultant shall immediately deliver all such materials, equipment and property to the Village at the conclusion of Services hereunder or at any earlier time upon demand by the Village.

8. Insurance Requirements. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may

arise from or in connection with the performance of the Services by Consultant, its agents, representatives, employees or subcontractors.

8.1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Commercial General Liability - Occurrence form; and
- (2) Automobile Liability; and
- (3) Professional Liability/ Errors and Omissions policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

8.2 Minimum Limits of Insurance. Consultant shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$1,000,000 per person per aggregate.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

8.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Village.

8.4 Other Insurance Provisions. The policies are to contain, or be endorsed to contain the following provisions:

- (1) Commercial General Liability and Automobile Liability Coverages:
 - a. The Village, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of Services performed by or on behalf of Consultant as well as equipment procured, owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limits on the scope of the protection afforded to the Village, its officials, employees or volunteers.

b. Consultant's insurance coverage shall be primary insurance as respects the Village, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers.

d. Coverage shall state that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights or subrogation against the Village, its officials, employees or volunteers for losses arising from Services performed by Consultant for the Village.

(3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Village.

(4) Acceptability of Insurers

a. The insurance carrier used by Consultant shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

b. Consultant shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any Services commences. The Village reserves the right to request full certified copies of the insurance policies.

9. Certifications.

9.1 Consultant shall submit to the Village a certification that Consultant, its shareholders holding more than five percent (5%) of the outstanding shares of the Consultant, its officers and directors are:

9.1.1 Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

9.1.2 Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

9.1.3 Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

9.2 In addition, Consultant shall represent and warrant to the Village that as a condition of any Agreement with the Village that:

9.2.1 Consultant maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*);

9.2.2 Consultant provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*)

9.2.3 Consultant is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

9.2.4 No Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official or a beneficiary is a holder of more than five percent (5%) of Consultant in accordance with Code of Ordinances of the Village of Brookfield, Chapter 3, Article XI;

9.2.5 No officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the bidder in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield; and

9.2.6 Consultant has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in

violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield.

10. Record Retention. The Consultant shall maintain their records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Consultant shall be available for review and audit by the Village. The Consultant shall cooperate with the Village (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Consultant to maintain the books, records and supporting documents required by this section or the failure by the Consultant to provide full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under this Agreement or for the recovery for any penalties or Consultant's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

11. Equal Employment Opportunity.

11.1. In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Consultant agrees as follows:

11.1.1. That the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

11.1.2. That, if the Consultant hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which the Consultant may reasonably

recruit; and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

11.1.3. That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

11.1.4. That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the Consultant will promptly notify the Illinois Department of Human Rights; and the Village and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

11.1.5. That the Consultant will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations.

11.1.6. That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations.

11.1.7. That the Consultant will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Consultant will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify the Village and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12. Prohibition of Segregated Facilities. The Consultant will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise, the Consultant shall (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that the Consultant will retain such certifications in its files.

13. Sexual Harassment Policy. The Consultant has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

14. Assignment of Contract. The Contract shall be deemed to be exclusive between Village and Consultant. This Contract shall not be assigned by Consultant without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute Consultant for any reason.

15. Indemnification. Consultant shall defend, indemnify and hold harmless the Village, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against the Village, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful misconduct in performance of the Services by Consultant, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful act of the Village, its officials, employees and volunteers.

16. Notices. Written notices between Village and Consultant shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

A. If to the Village:

Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Brigid Weber, Village Clerk

B. If to Consultant:

Kane, McKenna Capital, Inc.
150 North Wacker Drive
Suite 1600
Chicago, IL 60606
Attn: Phillip R. McKenna, President

C. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

17. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Agreement may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and Consultant. This Agreement is executed that day and year first written above.

18. Termination of Agreement. This Agreement may be terminated by either party only by notifying the other party in writing, by certified mail, return receipt requested, seven (7) days prior to the proposed termination date. In such event, Consultant shall be paid for any and all Services rendered to the date of receipt of the notice of termination, including all reimbursements due, based upon the Services performed.

19. Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Agreement or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

20. Applicable State Law. This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce any item of this Agreement shall be so brought in the State of Illinois.

Village:

Village of Brookfield, Illinois

Consultant:

Kane, McKenna Capital, Inc.

By: _____
Kit P. Ketchmark,
Village President

ATTEST:

By: _____
Brigid Weber, Village Clerk

By: _____
Phillip R. McKenna, President

ATTEST:

By: _____
Robert Rychlicki, Secretary

CONSULTANT'S CERTIFICATION

I, Phillip R. McKenna, hereby certify, represent and warrant to the Village of Brookfield, Illinois (the "Village") as a condition of any Agreement with the Village that Consultant, its shareholders holding more than five percent (5%) of the outstanding shares of Consultant, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, Consultant hereby represents and warrants to the Village as a condition of any Agreement with the Village that Consultant:

Pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

- A. Publishing a statement:
 1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in Consultant's workplace.
 2. Specifying the actions that will be taken against employees for violations of such prohibition.
 3. Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Consultant's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. The penalties that may be imposed upon employees for drug violations.
 - C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
 - D. Notifying the Village within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction.
 - E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
2. During the performance of this Agreement, Consultant agrees as follows:
- A. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - B. If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit; and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - C. In all solicitations or advertisements for employees placed by him or on his behalf, it will state that all applicants will be afforded equal opportunity without

discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- D. It will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with Consultant in his efforts to comply with such Act and Rules and Regulations, Consultant will promptly so notify the Illinois Department of Human Rights and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - E. It will submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - F. It will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - G. It will not maintain or provide for his employees any segregated facilities at any of its establishments, and not permit his employees to perform their Services at any location, under his control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.
- 3. Consultant has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105 (A)(4).
 - 4. No Village officials, their spouses, their dependent children, or no agent of any Village official or trust in which a Village official, his or her spouse or dependent children of a Village official is a beneficiary of Consultant.
 - 5. No officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official

position of the employee or officer from Consultant in violation of Chapter 2, Article VII of the Code of Ordinances of the Village of Brookfield.

6. Consultant has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Article VII of the Code of Ordinances of the Village of Brookfield.
7. Neither the Consultant nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

Dated: April 25, 2016

Consultant: Kane, McKenna Capital, Inc.

By: _____
Phillip R. McKenna, President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Phillip R. McKenna appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: _____

Notary Public

RESOLUTION NO. R-2016 – 1034

**A RESOLUTION AUTHORIZING THE EXECUTION OF A LEGAL SERVICES
AGREEMENT BY AND BETWEEN CHAPMAN AND CUTLER, LLP
AND THE VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE
VILLAGE OF BROOKFIELD GENERAL OBLIGATION BONDS, SERIES 2016**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 25TH DAY OF APRIL, 2016

RESOLUTION NO. R-2016 – 1034

**A RESOLUTION AUTHORIZING THE EXECUTION OF A LEGAL SERVICES
AGREEMENT BY AND BETWEEN CHAPMAN AND CUTLER, LLP
AND THE VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE
VILLAGE OF BROOKFIELD GENERAL OBLIGATION BONDS, SERIES 2016**

WHEREAS, due to the professional skills required to issue a bond counsel opinion for the issuance of general obligation bonds, it is, in the opinion of a majority of the corporate authorities of the Village of Brookfield, advisable, necessary and in the public interest that the Village of Brookfield waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and contract for professional legal services for the issuance of general obligation bonds by the Village; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Brookfield, it is advisable, necessary and in the public interest that the Village of Brookfield enter into a Legal Services Agreement with Chapman and Cutler, LLP, to provide professional legal services for the issuance of a general obligation bonds by the Village.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1. It is hereby determined that due to the professional skills required to issue a bond counsel opinion for the issuance of general obligation bonds, it is advisable, necessary and in the public interest that the Village of Brookfield waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and enter into a Legal Services Agreement with Chapman and Cutler, LLP for professional legal services to assist the Village with the issuance of general obligation bonds by the Village.

Section 2. The President shall be and is hereby authorized and directed to execute and the Village Clerk shall be and is hereby authorized and directed to attest and to place the municipal seal on the Legal Services Agreement with Chapman and Cutler, LLP in substantially the form attached hereto as Exhibit "A".

Section 3. This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 25th day of April, 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 25th day of April, 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 25th day of April, 2016.

Brigid Weber, Clerk of the Village
of Brookfield, Cook County, Illinois

Exhibit "A"

**LEGAL SERVICES AGREEMENT
WITH
CHAPMAN & CUTLER, LLP**

LEGAL SERVICES AGREEMENT

WITH

CHAPMAN AND CUTLER LLP

FOR THE

VILLAGE OF BROOKFIELD – GENERAL OBLIGATION BONDS, SERIES 2016

This Agreement made this 25th day of April, 2016, between the Village of Brookfield, Illinois (the “*Village*”), an Illinois municipal corporation, and Chapman and Cutler LLP, an Illinois limited liability partnership (“*Attorneys*”), for bond counsel services for the issuance of the Village of Brookfield – General Obligation Bonds, Series 2016 (the “*Bonds*”), by the Village (the “*Agreement*”).

The Attorneys hereby agree as hereinafter set forth:

Section 1. Scope of Services. The Attorneys agree to perform the following Services for the Village as and when required:

The rendering of the Attorneys’ customary approving legal opinion as described in detail below.

1.1. *Description of Services.* As Bond Counsel, the Attorneys will work with the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village and the following persons and firms: the underwriters or other bond purchasers who purchase the Bonds from the Village (all of whom are referred to as the “*Bond Purchasers*”), counsel for the Bond Purchasers, financial advisors, trustee, paying agent and bond registrar and their designated counsel (the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village and all of the foregoing persons or firms, collectively, the “*Participants*”). The Attorneys shall undertake each of the following as necessary:

1.1.1. Review relevant Illinois law, including pending legislation and other recent developments, relating to the legal status and powers of the Village or otherwise relating to the issuance of the Bonds.

1.1.2. Obtain information about the Bond transaction and the nature and use of the facilities or purposes to be financed (the “*Project*”).

1.1.3. Review the proposed timetable and consult with the Participants as to the issuance of the Bonds in accordance with the timetable.

1.1.4. Consider the issues arising under the Internal Revenue Code of 1986, as amended, and applicable tax regulations and other sources of law relating to the issuance of the Bonds on a tax-exempt basis; these issues include, without limitation, ownership and use of the Project, use and investment of Bond proceeds prior to expenditure and security provisions or credit enhancement relating to the Bonds.

1.1.5. Prepare or review major Bond documents, including tax compliance certificates, review the bond purchase agreement, if applicable, and, at the Village's request, draft descriptions of the documents which the Attorneys have drafted. The Attorneys understand that the Bonds will be sold at a competitive sale and that the Village will be assisted in the preparation of the official statement and in the process of the sale itself by its financial advisor. As Bond Counsel, the Attorneys assist the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village in reviewing only those portions of the official statement or any other disclosure document to be disseminated in connection with the sale of the Bonds involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith), the description of the federal tax exemption of interest on the Bonds and, if applicable, the "bank-qualified" status of the Bonds.

1.1.6. Prepare or review all pertinent proceedings to be considered by the governing body of the Village; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings and draft pertinent excerpts of minutes of the meetings relating to the financing.

1.1.7. Attend or host such drafting sessions and other conferences as may be necessary, including a pre-closing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and certificates, opinions and document transcripts.

1.1.8. Render the Attorneys' legal opinion regarding the validity of the Bonds; the source of payment for the Bonds and the federal income tax treatment of interest on the Bonds, which opinion (the "*Bond Opinion*") will be delivered in written form on the date the Bonds are exchanged for their purchase price (the "*Closing*"). The Bond Opinion will be based on facts and law existing as of its date as discussed below at Section 23. The Attorneys' opinion represents the Attorneys' legal judgment based upon the Attorneys' review of the law and the facts so supplied to the Attorneys that the Attorneys deem relevant and is not a guarantee of a result.

The Services described herein are hereinafter referred to as the "*Services*."

1.2. *Limitations; Services the Attorneys Do Not Provide.* The Attorneys' duties as Bond Counsel are limited as stated above. Consequently, unless otherwise agreed pursuant to a separate agreement, the Attorneys' duties do not include:

1.2.1. Giving any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, advice estimating or comparing the relative cost to maturity of the Bonds depending on various interest rate assumptions, or advice recommending a particular structure as being financially advantageous under prevailing market conditions, or financial advice as to any other aspect of the Bond transaction, including, without limitation, the undertaking of the Project, the investment of Bond proceeds, the making of any investigation of or the expression of any view as to the creditworthiness of the Village, of the Project or of the Bonds or the form, content, adequacy or correctness of the financial statements of the Village. The Attorneys will not offer the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village financial advice in any capacity beyond those constituting services of a traditionally legal nature.

1.2.2. Except as described in 1.1.5 above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds (which may be referred to as the "*Official Statement*") or performing an independent investigation to determine the accuracy, completeness or sufficiency of the Official Statement or rendering any advice, view or comfort that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Please see the Attorneys' comments below at Section 23.5 and Section 23.6.

1.2.3. Independently establishing the veracity of certifications and representations of the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village or the other Participants. For example, the Attorneys will not review the data available on the Electronic Municipal Market Access system website created by the Municipal Securities Rulemaking Board (and commonly known as "*EMMA*") to verify the information relating to the Bonds to be provided by the Bond Purchasers, and the Attorneys will not undertake a review of the Village's website to establish that information contained corresponds to that which the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village provide independently in the Village's certificates or other transaction documents.

1.2.4. Supervising any state, county or local filing of any proceedings held by the governing body of the Village incidental to the Bonds.

1.2.5. Preparing any of the following — requests for tax rulings from the Internal Revenue Service (the “Service”), blue sky or investment surveys with respect to the Bonds, state legislative amendments or pursuing test cases or other litigation.

1.2.6. Opining on securities laws compliance or as to the continuing disclosure undertaking pertaining to the Bonds; and, after the execution and delivery of the Bonds, providing advice as to any Securities and Exchange Commission investigations or concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

1.2.7. After Closing, providing continuing advice to the Village or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be tax-exempt; *e.g.*, the Attorneys will not undertake rebate calculations for the Bonds without a separate engagement for that purpose, the Attorneys will not monitor the investment, use or expenditure of Bond proceeds or the use of the Project, and the Attorneys are not retained to respond to Service audits.

1.2.8. Any other matter not specifically set forth above in Section 1.1.

Section 2. Commencement and Completion of Services. The Attorneys shall be prepared and ready to commence the Services provided for in this Agreement at the direction of the Village, following execution of this Agreement by the Village. Subject to reasonable allowances for delay in the Services due to causes beyond the control of the Attorneys, the Attorneys shall complete all Services to be performed under this Agreement in a timely manner. The Attorneys acknowledges that time is of the essence of this Agreement and in the performance and completion of the Attorneys’ Services.

Section 3. Village’s Cooperation. The Village shall (i) provide the Attorneys with relevant material, data, and information in its possession pertaining to the specific project or activity; (ii) consult with the Attorneys when requested; and (iii) ensure reasonable cooperation of the Village’s employees in the Attorneys’ activities.

Section 4. Attorneys’ Compensation. As is customary, the Attorneys will bill their Attorneys’ fees as Bond Counsel on a transactional basis instead of hourly. Disbursements and other non-fee charges shall be billed separately and in addition to the Attorneys’ fees for professional services. Factors which affect the Attorneys’ billing include: (a) the amount of the Bonds; (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing, legal issues and so forth); (d) recognition of the partially contingent nature of the Attorneys’ fee, since it is customary that in the case no financing is ever completed, the Attorneys render a greatly reduced statement of charges; and (e) a recognition that the Attorneys carry the time for services rendered on the Attorneys’ books until a financing is completed, rather than billing monthly or quarterly. The continuation of this Agreement is dependent upon the Attorneys’ fee as Bond Counsel being mutually agreeable to the Village and the Attorneys. If, at any time, the Attorneys believe that circumstances require

an adjustment of the Attorneys' original fee estimate, the Attorneys will consult with the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village and prepare an amendment to this Agreement. The Attorneys' statement of charges is customarily rendered and paid at Closing, or in some instances upon or shortly after delivery of the bond transcripts; the Attorneys generally do not submit any statement for fees prior to the Closing, except in instances where there is a substantial delay from the expected timetable. In such instances, the Attorneys reserve the right to present an interim statement of charges. If, for any reason, the Bonds are not issued or are issued without the rendition of the Attorneys' Bond Opinion as bond counsel, or the Attorneys' services are otherwise terminated, the Attorneys expect to negotiate with the Village a mutually agreeable compensation. The Village shall pay Attorneys for the performance of the Services a flat fee of Thirty Thousand Dollars (\$30,000).

Section 5. Payments. Attorneys' compensation shall be payable from the proceeds of the Bonds issue and shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

Section 6. Confidentiality.

6.1. It is anticipated that the Village will disclose to the Attorneys certain proprietary information which is identified as proprietary and confidential at the time of disclosure or which can reasonably be regarded as confidential ("*Confidential Information*"). The disclosure of Confidential Information shall not be construed to grant to the Attorneys any ownership or other proprietary interest in the Confidential Information. The Attorneys do not acquire any title, ownership, or other intellectual property right or license by virtue of such disclosure. The Attorneys shall employ diligent efforts to maintain the secrecy and confidentiality of all Confidential Information. The Attorneys will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any Confidential Information or any other information concerning the business, services, finances or operations of the Village except as expressly authorized by the Village. The Attorneys shall treat such Confidential Information at all times as confidential, *provided, however*, that the Confidential Information may be disclosed only for purposes of the performance of the Services to employees of the Village or the Attorneys with a need to know for purposes of the performance of the Services hereunder. The Attorneys acknowledge that each of the following can contain Confidential Information of the Village and that the disclosure of any of the following by Attorneys without the Village's express authorization would be harmful and damaging to the Village's interests:

6.1.1. All information provided to the Attorneys by the Village relating to or in the course of providing the Services being performed by the Attorneys under this Agreement regardless of its type or form which is not known to the public or not subject to disclosure under the Freedom of Information Act.

6.1.2. Financial information, emergency response and homeland security information and law enforcement records which are not known to the public.

6.2. This itemization of Confidential Information is not exclusive, as there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, electronic memory, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through the Attorneys' spouse, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

6.3. All books, papers, records, lists, files, forms, reports, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the Village's business, services, programs, software or residents, whether prepared by the Attorneys or anyone else, are the exclusive property of the Village. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any Confidential Information of the Village are the exclusive property of the Village.

6.4. The Attorneys shall have no obligation to keep confidential any Confidential Information disclosed hereunder, which the Attorneys can demonstrate by clear and convincing evidence: (a) was rightfully in the Attorneys' possession before receipt from the Village other than through prior disclosure by the Village; or (b) is or becomes a matter of general public knowledge through no breach of this Agreement; or (c) is rightfully received by the Attorneys from a third party without an obligation of confidentiality; or (d) is independently developed by the Attorneys; or (e) is disclosed under operation of law, governmental regulation, or court order, provided the Attorneys first gives the Village notice and a reasonable opportunity to secure confidential protection of such Confidential Information.

6.5. Upon termination of this Agreement or earlier at the Village's request at any time, the Attorneys shall (a) immediately cease using the Confidential Information, and (b) promptly deliver to the Village all tangible embodiments of the Confidential Information.

6.6. In the event of breach of the confidentiality provisions of this Agreement, it shall be conclusively presumed that irreparable injury would result to the Village; and there would be no adequate remedy at law. The Village shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this Agreement. The Village is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this Agreement survive the termination or performance of this Agreement.

Section 7. Work Made for Hire.

7.1. All work product created or developed hereunder, including, but not limited to, reports and any other documents prepared by the Attorneys in connection with any or all of the Services delivered to the Village is for the use of and shall be the exclusive property of the Village. All papers, notes, records, lists, data, files, forms, reports, accounts, documents, computer disks and diskettes, magnetic media, electronic files created or modified by the Attorneys relating in any manner to the Services performed by the Attorneys or by anyone else and used by Attorneys in performance of the Services shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

7.2. The Attorneys hereby irrevocably assigns and transfers to the Village and its successors and assigns all of its right, title, interest and ownership in the work made for hire, including, but not limited to, copyrights, trademarks, patents, trade secret rights, all intellectual property rights and the rights to secure any renewals, reissues, and extensions thereof. The Attorneys grant permission to the Village to register the copyright and other rights in the work made for hire in the Village's name. The Attorneys shall give the Village or any other person designated by the Village all assistance reasonably necessary to perfect its rights under this Agreement and to sign such applications, documents, assignment forms and other papers as the Village requests from time to time to further confirm this assignment. The Attorneys further grant to the Village full, complete and exclusive ownership of the work made for hire. The Attorneys shall not use the work made for hire for the benefit of anyone other than the Village, without the Village's prior written permission. Upon completion of the Services or other termination of this Agreement, the Attorneys shall deliver to the Village all copies of any and all materials relating or pertaining to this Agreement. The Attorneys irrevocably and unconditionally waives all rights in all such work made for hire. The Attorneys warrant that all work product of Attorneys will be original, except as otherwise agreed in writing with the Village.

7.3. In the event that the Village provides the Attorneys with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of the Village; and the Attorneys shall immediately deliver all such materials, equipment and property to the Village, at the conclusion of Services hereunder or at any earlier time upon demand by the Village.

Section 8. Insurance Requirements. Attorneys shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Attorneys, its agents, representatives, employees or subcontractors.

8.1. *Minimum Scope of Insurance.* Coverage shall be at least as broad as: Commercial General Liability - Occurrence form; and

- (1) Automobile Liability; and

(2) Professional Liability/Errors and Omissions policy; and

(3) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

8.2. *Minimum Limits of Insurance.* Attorneys shall maintain limits no less than:

(1) *Commercial General Liability:* \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$1,000,000 per person per aggregate.

(2) *Automobile Liability:* \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) *Professional Liability:* \$10,000,000 single limit for errors and omissions, professional/malpractice liability.

(4) *Worker's Compensation and Employers' Liability:* Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

8.3. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the Village.

8.4. *Other Insurance Provisions.* The policies are to contain, or be endorsed to contain the following provisions:

(1) *Commercial General Liability and Automobile Liability Coverages:*

(a) The Village, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of Services performed by or on behalf of Attorneys as well as equipment procured, owned, leased, hired or borrowed by Attorneys. The coverage shall contain no special limits on the scope of the protection afforded to the Village, its officials, employees or volunteers.

(b) Attorneys' insurance coverage shall be primary insurance as respects the Village, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees or volunteers shall be in excess of Attorneys' insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers.

(d) Coverage shall state that Attorneys' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) *Worker's Compensation and Employers' Liability Coverage:* The insurer shall agree to waive all rights or subrogation against the Village, its officials, employees or volunteers for losses arising from Services performed by Attorneys for the Village.

(3) *All Coverages:* Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Village.

(4) *Acceptability of Insurers:*

(a) The insurance carrier used by Attorneys shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

(b) Attorneys shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any Services commences. The Village reserves the right to request full certified copies of the insurance policies.

Section 9. Certifications.

9.1. The Attorneys shall submit to the Village a certification that Attorneys, its partners holding more than five percent (5%) of the outstanding partnership interest of the Attorneys are:

9.1.1. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

9.1.2. not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

9.1.3. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

9.2. In addition, the Attorneys shall represent and warrant to the Village that as a condition of any Agreement with the Village that:

9.2.1. The Attorneys maintain and will maintain a drug free workplace in accordance with the *Drug Free Workplace Act* (30 ILCS 580/1 *et seq.*);

9.2.2. The Attorneys provide equal employment opportunities in accordance with the *Illinois Human Rights Act* (775 ILCS 5/1-101 *et seq.*)

9.2.3. The Attorneys are not in violation of the *Public Officer Prohibited Activities Act* (50 ILCS 105/0.01 *et seq.*);

9.2.4. No officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the bidder.

9.2.5. The Attorneys have not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.

9.2.6. Neither the Attorneys nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Attorneys and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

Section 10. Record Retention. The Attorneys shall maintain their records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Attorneys shall be available for review and audit by the Village. The Attorneys shall cooperate with the Village (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with

any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Attorneys to maintain the books, records and supporting documents required by this section or the failure by the Attorneys to provide full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

Section 11. Equal Employment Opportunity.

11.1. In the event of the Attorneys' non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Attorneys may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Attorneys agree as follows:

11.1.1. That the Attorneys will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

11.1.2. That, if the Attorneys hire additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which the Attorneys may reasonably recruit; and the Attorneys will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

11.1.3. That, in all solicitations or advertisements for employees placed by the Attorneys or on the Attorneys' behalf, the Attorneys will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability,

sexual orientation, military status or an unfavorable discharge from military service.

11.1.4. That the Attorneys will send to each labor organization or representative of workers with which the Attorneys has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Attorneys' obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Attorneys in the Attorneys' efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the Attorneys will promptly notify the Illinois Department of Human Rights; and the Village and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

11.1.5. That the Attorneys will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations.

11.1.6. That the Attorneys will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations.

11.1.7. That the Attorneys will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Attorneys will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify the Village and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Attorneys will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 12. Prohibition of Segregated Facilities. The Attorneys will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on

the basis of race, creed, color, or national origin because of habit, local custom, or otherwise, the Attorneys shall (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that the Attorneys will retain such certifications in its files.

Section 13. Sexual Harassment Policy. The Attorneys has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

Section 14. Appropriation. This Agreement shall become effective only after an appropriation therefor has been made. The term of this Agreement shall be for one year following the effective date of the appropriation. The Village's obligations hereunder shall cease upon the expiration of the appropriation of funds, without further payment's being required, in any year for which the corporate authorities of the Village or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. The Village shall give the Attorneys notice of such termination for funding as soon as practicable after the Village becomes aware of the failure of funding. This Agreement shall remain in full force and effect until terminated by the Village or the Attorneys as provided herein.

Section 15. Assignment of Contract. The Agreement shall be deemed to be exclusive between Village and the Attorneys. This Agreement shall not be assigned by the Attorneys without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute Attorneys for any reason.

Section 16. Liability Insurance. The Attorneys shall, at all times during the term of this Agreement, maintain Professional Liability Insurance with coverages of at least \$50,000,000 per claim and \$100,000,000 in aggregate. Such insurance shall be provided by Attorney's Liability Insurance Society (ALAS) (or an alternative insurance provider that provides Professional Liability Insurance to law firms similar in size and areas of practice to the Attorneys).

Section 17. Notices. Written notices between Village and the Attorneys shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

A. If to the Village:

Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Brigid Weber, Village Clerk

B. If to Attorneys:

Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603
Attn: Kelly K. Kost, Partner

C. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

Section 18. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Agreement may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and Attorneys. This Agreement is executed that day and year first written above.

Section 19. Termination of Agreement. This Agreement may be terminated by either party only by notifying the other party in writing, by certified mail, return receipt requested, seven (7) days prior to the proposed termination date. In such event, the Attorneys shall be paid for any and all Services rendered to the date of receipt of the notice of termination, including all reimbursements due, based upon the Services performed.

Section 20. Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Agreement or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

Section 21. Applicable State Law. This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce any item of this Agreement shall be so brought in the State of Illinois.

Section 22. Attorney-Client Relationship; Representation of Others. Upon execution of this Agreement the Village will be the Attorneys' client, and an attorney-client relationship will exist between the Village and the Attorneys. However, the Attorneys' services as Bond Counsel are limited as set forth in this Agreement, and the Village's execution of this Agreement will constitute an acknowledgment of those limitations. The attorney-client privilege, normally applicable under state law, may be diminished or non-existent for written advice delivered with respect to Federal tax law matters. This Agreement will also serve to give the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village express written notice that from time to time the Attorneys represent in a variety of capacities and consult with most underwriters, investment bankers, credit enhancers such as bond

insurers or issuers of letters of credit, ratings agencies, investment providers, brokers of financial products, financial advisors, banks and other financial institutions and other persons who participate in the public finance market on a wide range of issues. One or more of such firms may be the winning bidder (*i.e.*, become the Bond Purchasers) at the public sale of the Bonds. Prior to execution of this Agreement the Attorneys may have consulted with one or more of such firms regarding the Bonds including, specifically, the Bond Purchasers. The Attorneys are advising the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village, and the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village understand that the Village consents to the Attorneys' representation of the Village in this matter, notwithstanding such consultations, and even though parties whose interests are or may be adverse to the Village in this transaction are clients in other unrelated matters. The Village's acceptance of the winning bid constitutes consent to these other engagements. Neither the Attorneys' representation of the Village nor such additional relationships or prior consultations will affect, however, the Attorneys' responsibility to render an objective Bond Opinion. The Village's consent does not extend to any conflict that is not subject to waiver under applicable Rules of Professional Conduct (including Circular 230 discussed below), or to any matter that involves the assertion of a claim against the Village or the defense of a claim asserted by the Village. In addition, the Attorneys agree that the Attorneys will not use any confidential non-public information received from the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village in connection with this engagement to the Village's material disadvantage in any matter in which the Attorneys would be adverse to the Village. Circular 230 as promulgated by the U.S. Department of Treasury ("*Circular 230*") provides rules of professional conduct governing tax practitioners. Circular 230 includes provisions regarding conflicts of interest and related consents that in some respects are stricter than applicable state rules of professional conduct which otherwise apply. In particular, Circular 230 requires the Village's consent to conflicts of interest be given in writing within 30 days of the date of this letter. If the Attorneys have not received all of the required written consents by this date, the Attorneys may be required under Circular 230 to "promptly withdraw from representation" of the Village in this matter. Further, this Agreement will also serve to give the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village express notice that the Attorneys represent many other municipalities, school districts, park districts, counties, townships, special districts and units of local government both within and outside of the State of Illinois and also the State itself and various of its agencies and authorities (collectively, the "*governmental units*"). Most but not all of these representations involve bond or other borrowing transactions. The Attorneys have assumed that there are no controversies pending to which the Village is a party and is taking any position which is adverse to any other governmental unit, and the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village agree to advise the Attorneys promptly if this assumption is incorrect. In such event, the Attorneys will advise the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village if the other governmental unit is the Attorneys' client and, if so, determine what actions are appropriate. Such actions could include seeking waivers from both the Village and such other governmental unit or withdrawal from representation. The Attorneys anticipate that the Village will have its general or special counsel available as needed to provide advocacy in the Bond transaction and has had the opportunity to

consult with such counsel concerning the conflict consents and other provisions of this letter; and that other Participants will retain such counsel as they deem necessary and appropriate to represent their interests.

Section 23. Other Terms of the Engagement; Certain of the Village's Undertakings. The Attorneys' understanding with respect to this engagement and the Village's role in connection with the issuance of the Bonds is as follows:

23.1. In rendering the Bond Opinion and in performing any other services hereunder, the Attorneys will rely upon the certified proceedings and other certifications the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village and other persons furnish the Attorneys. Other than as the Attorneys may determine as appropriate to rendering the Bond Opinion, the Attorneys are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. The Attorneys do not ordinarily attend meetings of the governing body of the Village at which proceedings related to the Bonds are discussed or passed unless special circumstances require the Attorneys' attendance.

23.2. The factual representations contained in those documents which are prepared by the Attorneys, and the factual representations which may also be contained in any other documents that are furnished to the Attorneys by the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village are essential for and provide the basis for the Attorneys' conclusions that there is compliance with State law requirements for the issue and sale of valid bonds and with the Federal tax law for the tax exemption of interest paid on the Bonds. Accordingly, it is important the truth, accuracy and completeness of matters contained in those documents at the issuance of the Bonds.

23.3. If the documents contain incorrect or incomplete factual statements, the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village must call those to the Attorneys' attention. The Attorneys shall discuss the content or meaning of the transaction documents with the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the Bonds or the adequacy of disclosures made in the Official Statement under the State and Federal securities laws, with resulting potential liability for the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village. During the course of this engagement, the Attorneys will further assume and rely on the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village to provide the Attorneys with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. The Attorneys understand that the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village will cooperate with the Attorneys in this regard.

23.4. The Village officers (including the governing body of the Village) and employees and general and special counsel to the Village should carefully review all of the representations the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village are making in the transaction documents. The Attorneys are available and encourage the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village to consult with the Attorneys for explanations as to what is intended in these documents. To the extent that the facts and representations stated in the documents the Attorneys provide to the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village appear reasonable to the Attorneys, and are not corrected by the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village, the Attorneys are then relying upon the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village signed certifications for their truth, accuracy and completeness.

23.5. Issuing the Bonds as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the Bonds, the Village is obligated under the State and Federal securities laws and the Federal tax laws to disclose all material facts. The Village's lawyers, financial advisers and bankers can assist the Village in fulfilling these duties, but the Village in its corporate capacity, including the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information. Further, there are complicated Federal tax rules applicable to tax-exempt bonds. The Service has an active program to audit such transactions. The documents the Attorneys prepare are designed so that the Bonds will comply with the applicable rules, but this means the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village must fully understand the documents, including the representations and the covenants relating to continuing compliance with the federal tax requirements. Accordingly, the Attorneys want the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village to ask questions about anything in the documents that is unclear.

23.6. As noted, the members of the governing body of the Village also have duties under the State and Federal securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the bond issue size, use of proceeds and related matters.

23.7. The Attorneys are also concerned about the adoption by the Village of the gift ban provisions of the State Officials and Employees Ethics Act, any special ethics or gift ban ordinance, resolution, bylaw or code provision, any lobbyist registration ordinance, resolution, bylaw or code provision or any special provision of law or ordinance, resolution, bylaw or code provision relating to disqualification of counsel for any reason. The Attorneys are aware of the provisions of the State Officials and

Employees Ethics Act and will assume that the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village are aware of these provisions as well and that the Village has adopted proceedings that are only as restrictive as such Act. However, if the Village has stricter provisions than appear in such Act or has adopted such other special ethics or lobbyist provisions, the Attorneys assume and are relying upon the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village to advise the Attorneys of same.

Section 24. Assignment of Attorneys. Kelly K. Kost and Sharone Levy will be the attorneys primarily responsible for the firm's services on this Bond issue, with assistance as needed from other members of the Attorneys' bond, securities and tax departments.

Section 25. Risk of Audit by Internal Revenue Service. The Service has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is excludable from gross income of the owners for federal income tax purposes. The Attorneys can give no assurances as to whether the Service might commence an audit of the Bonds or whether, in the event of an audit, the Service would agree with the Attorneys' opinions. If an audit were to be commenced, the Service may treat the Village as the taxpayer for purposes of the examination. As noted in Paragraph 7 of Part B above, the scope of the Attorneys' representation does not include responding to such an audit. However, if the Attorneys were separately engaged at the time, and subject to the applicable rules of professional conduct, the Attorneys may be able to represent the Village in the matter.

Section 26. End of Engagement and Post-Engagement; Records. The Attorneys' representation of the Village and the attorney-client relationship created by this Agreement will be concluded upon the issuance of the Bonds. Nevertheless, subsequent to the Closing, the Attorneys will prepare and provide the Participants a bond transcript in a CD-ROM format pertaining to the Bonds and make certain that a Federal Information Reporting Form 8038-G is filed. The Village is engaging the Attorneys as special counsel to provide legal services in connection with a specific matter. After the engagement, changes may occur in the applicable laws or regulations, or interpretations of those laws or regulations by the courts or governmental agencies that could have an impact on the Village's future rights and liabilities. Unless the Village engages the Attorneys specifically to provide additional services or advice on issues arising from this matter, the Attorneys have no continuing obligation to advise the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village with respect to future legal developments. This will be true even though as a matter of courtesy the Attorneys may from time to time provide the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village with information or newsletters about current developments that the Attorneys think may be of interest to the Village officers (including the governing body of the Village) and employees and general and special counsel to the Village. While the Attorneys would be pleased to represent the Village in the future pursuant to a new engagement agreement, courtesy communications about developments in the law and other matters of mutual interest are not indications that the Attorneys have considered the individual circumstances that may affect the Village's rights or have undertaken to represent the Village or provide legal services. At the

Village's request, to be made at or prior to Closing, any other papers and property provided by the Village will be promptly returned to the Village upon receipt of payment for the Attorneys' outstanding fees and client disbursements. All other materials shall thereupon constitute the Attorneys' own files and property, and these materials, including lawyer work product pertaining to the transaction, will be retained or discarded by the Attorneys at the Attorneys' sole discretion. The Village also agrees with respect to any documents or information relating to the Attorneys' representation of the Village in any matter which have been lawfully disclosed to the public in any manner, such as by posting on EMMA, the Village's website, newspaper publications, filings with a County Clerk or Recorder or with the Secretary of State, or otherwise, that the Attorneys are permitted to make such documents or information available to other persons in the Attorneys' reasonable discretion. Such documents might include (without limitation) legal opinions, official statements, resolutions or ordinances, or like documents as assembled and made public in a governmental securities offering. The Attorneys call the Village's attention to the Village's own record keeping requirements as required by the Service. Answers to frequently asked questions pertaining to those requirements can be found on the Service's website under frequently asked questions related to tax-exempt bonds at www.irs.gov (click on "Tax Exempt Bond Community," then "Frequently Asked Questions"), and it will be the Village's obligation to comply for at least as long as any of the Bonds (or any future bonds issued to refund the Bonds) are outstanding, plus three years.

SIGNATURE PAGE

VILLAGE:

VILLAGE OF BROOKFIELD, ILLINOIS

ATTORNEYS:

CHAPMAN AND CUTLER, LLP

By: _____
Kit P. Ketchmark, Village President

By: Kelly K. Kost
Kelly K. Kost, Partner

ATTEST:

By: _____
Brigid Weber, Village Clerk

ATTORNEYS' CERTIFICATION

I, Kelly K. Kost, hereby certify, represent and warrant to the Village of Brookfield, Illinois (the "*Village*"), as a condition of any Agreement with the Village that Attorneys, its partners holding more than five percent (5%) of the outstanding partnership interest of Attorneys, are:

1. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

2. not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

3. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

In addition, Attorneys hereby represent and warrant to the Village as a condition of any Agreement with the Village that Attorneys:

1. Pursuant to 30 ILCS 580/1 *et seq.* ("*Drug-Free Workplace Act*"), will provide a drug-free workplace by:

A. Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in Attorneys' workplace.

2. Specifying the actions that will be taken against employees for violations of such prohibition.

3. Notifying the employee that, as a condition of employment on this Agreement, the employee will:

(a) abide by the terms of the statement;

(b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

1. the dangers of drug abuse in the workplace;

2. Attorneys' policy of maintaining a drug-free workplace;
3. any available drug counseling, rehabilitation, and employee assistance program; and
4. the penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.

D. Notifying the Village within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

2. The Attorneys have not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;

3. No Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of any interest in the Attorneys; or, if the Attorneys' stock is traded on a nationally recognized securities market, that no Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of more than one percent (1%) of the Attorneys; but if any Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of less than one percent (1%) of the Attorneys, the Attorneys have disclosed to the Village of Brookfield in writing the name(s) of the holder of such interest.

4. No officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from Attorneys.

5. The Attorneys have not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.

6. Neither the Attorneys nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Attorneys and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Attorneys changes or any term or condition on which a certification is based changes, which then renders the certification to no longer be valid, the Attorneys shall so notify the Village of Brookfield in writing within seven (7) days.

Dated: April 25, 2016

Attorneys:

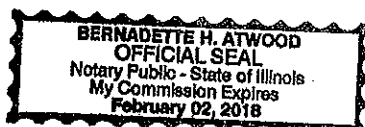
By: Kelly K. Kost
Kelly K. Kost, Partner

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Kelly K. Kost appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: April 25, 2016

Bernadette H. Atwood
Notary Public





Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

**BROOKFIELD VILLAGE BOARD
COMMITTEE OF THE WHOLE MEETING
Monday, April 25 , 2016**

**7:00 p.m. or Immediately following Village Board Meeting
Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513**

AGENDA

- A. **Discussion** - Class 3 Liquor License – 3100 Maple Ave.
- B. **Discussion** - Class 8 Liquor License – Holy Covenant Church
- C. **Discussion** - Beautification Committee Changes
- D. **Discussion** – Capital Equipment Loan Rate
- E. **Discussion** – Squad Car Purchase
- F. **Discussion** – Water and Garbage Rate Increase
- G. **Discussion** – Emerald Ash Borer Review
- H. **Addresses from the Audience** – Any member of the audience who wishes to address the President and Village Board may do so at this time
- I. **Adjournment**

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Brigid Weber

BOARD OF TRUSTEES
Ryan P. Evans
Michael J. Garvey
Nicole M. Gilhooley
David P. LeClere
Brian S. Oberhauser
Michelle D. Ryan

VILLAGE MANAGER
Keith R. Sbiral

MEMBER OF
Illinois Municipal League
Proviso Township
Municipal League
West Central
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.



COMMITTEE ITEM MEMO

ITEM: Class 3 Liquor License - SWJK Management
3100 Maple Avenue

COMMITTEE DATE: April 25, 2016

PREPARED BY: Theresa M. Coady

PURPOSE: Board approval of a Class 3 Liquor License

BUDGET AMOUNT: N/A

BACKGROUND:

Salman Jamal and Azeem Ali Khan have purchased the gas station located at 3100 Maple. They have completed the necessary application, paid the application fee and have gone through the background check process. We have all the necessary documents on file including the closing statement for the property sale, Articles of Incorporation, tax ID, and Certificate of Good Standing with the Secretary of State of Illinois. They will be present this evening to answer any questions the Board may have.

CLASS 3. Authorizes the retail sale of all alcoholic liquors in their original package to be consumed off the premises only.

HOURS NO LIQUOR WILL BE SOLD

Every day between the hours of 1:00 a.m. and 7:00 a.m., except Sunday which shall be between 1:00 a.m. and 11:00 a.m.

The annual fee for Class 3 license is \$1,275.00

ATTACHMENTS:

None.

STAFF RECOMMENDATION:

Staff requests the Village Board consider the applicants request for the Class 3 Liquor License.

REQUESTED COURSE OF ACTION:

An Ordinance to approve this request be prepared and voted on at the May 9, 2016 Village Board Meeting.



COMMITTEE ITEM MEMO

ITEM: Class 8 Liquor License – Holy Covenant Church
9145 Grant Ave.

COMMITTEE DATE: April 25, 2016

PREPARED BY: Theresa M. Coady

PURPOSE: Board approval of a Class 8 Liquor License

BUDGET AMOUNT: N/A

BACKGROUND:

The Holy Covenant Church will be holding a dance at the church on May 14, 2016 from 7:00 pm to 10:00 pm. They would like permission to serve beer and wine at this event. They have come before the Board many times for similar events. They are always well attended and there have never been any issues or problems. Mr. Tom Menard will be present this evening to answer any questions the Board may have.

ATTACHMENTS:

None.

STAFF RECOMMENDATION:

Staff requests the Village Board consider the applicants request for the Class 8 Liquor License.

REQUESTED COURSE OF ACTION:

An Ordinance to approve this request be prepared and voted on at the May 9, 2016 Village Board Meeting.



COMMITTEE ITEM MEMO

ITEM: BBC Ordinance Revision
COMMITTEE DATE: April 25, 2016
PREPARED BY: Nicholas Greifer, Director of the Department of Community & Economic Development
PURPOSE: To Amend BBC Ordinance to Reduce BBC Membership from 9 to 7 Members and Adjust Meeting Schedule
BUDGET AMOUNT: N/A

BACKGROUND:

The ordinance amendment would facilitate orderly meetings of the Beautification Committee by reducing membership from 9 to 7 members and change the start time to 6:00 PM on the second Tuesday of each month.

ATTACHMENTS:

None

STAFF RECOMMENDATION:

Staff recommends the Village of Brookfield Committee of the Whole review and approve provisions as cited above, for subsequent consideration by the Village Board.

REQUESTED COURSE OF ACTION:

Review and approval



COMMITTEE ITEM MEMO

ITEM: WATER RATE INCREASES – BROOKFIELD-NORTH RIVERSIDE WATER COMMISSION
COMMITTEE DATE: April 25, 2016
PREPARED BY: Keith Sbiral, Village Manager/Doug Cooper Finance Director
PURPOSE: Discuss passing on the increase from the Brookfield-North Riverside Water Commission for water rates
BUDGET AMOUNT: See below
BACKGROUND:

The Village was notified by the Brookfield-North Riverside Water Commission of increases that were being put in place on January 2, 2016. The increase of 2% is based on a Commission need to cover increasing operating costs as well as 2016 water main construction costs for a new Chicago Supply Main. The Village budgeted a 5% increase in the rate for residential water charges for the 2016 fiscal year. Below is a breakdown of Village of Brookfield's water fee based on a 2% Brookfield rate increase:

VILLAGE OF BROOKFIELD WATER CHARGE BREAKDOWN					
		2015	2016	\$ INC	% INC
WATER COMPONENT		\$4.84	\$4.94	\$0.10	2%
ADMINISTRATIVE		\$1.75	\$1.78	\$0.03	2%
MAINTENANCE/REPLACEMENT		\$3.46	\$3.53	\$0.07	2%
CHARGE PER 1,000 GALLONS		\$10.05	\$10.25	\$0.20	2%
		COST PER GALLON-OLD RATE		\$0.01005	
				2%	
		COST PER GALLON-REVISED RATE (if approved)		\$0.01025	

It is recommended that the Village increase its annual water fee in total by 2% to \$10.25 per 1,000 gallons. This would minimize the overall impact of the rate increase from the BNRWC to Brookfield residents, but still maintain adequate growth in the Village's System Replacement and Maintenance Reserve.

GARBAGE/RECYCLING FEE INCREASES: The Village also received notice from Groot that the monthly charge to the Village would be increased by 3%. Staff has reviewed its current Garbage Fund financial condition and has determined that the rate increase by Groot will be absorbed by the fund. The WCCSWA provided for a .3% decrease; Village Staff has determined it is in the best interests not to pass this savings along, as it will offset the Groot increase.

ATTACHMENTS:

Brookfield-Riverside Water Commission 2016 Rate Notice, Groot 2016 Rate Notice, WCCSWA 2016 Rate Notice.

STAFF RECOMMENDATION:

The Board approves an amendment to Chapter 28, Water and Sewers of the Village Code.

REQUESTED COURSE OF ACTION:

The Board approves the amendment at the May 9th meeting.

BROOKFIELD-NORTH RIVERSIDE WATER COMMISSION

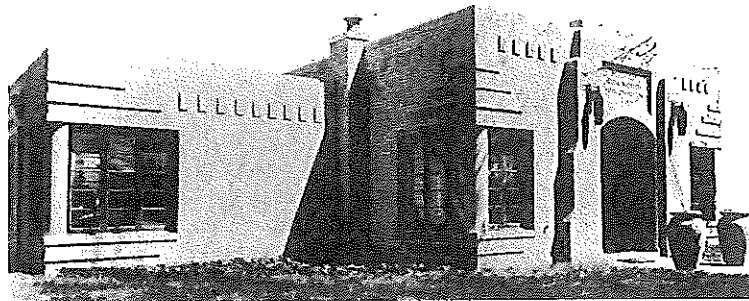
8636 Brookfield Avenue

Phone: (708) 485-4244

Brookfield, Illinois 60513

FAX: (708) 485-9321

Jean M. DiMonte, Treasurer
Janice J. Decosola, Clerk
John T. O'Connell, Attorney
Robert F. Novotny, Superintendent



COMMISSIONERS
Edward J. Durec, Chairman
David B. Witken, Commissioner
Mark Lucas, Commissioner

December 31, 2015

Village of Brookfield
8636 Brookfield Avenue
Brookfield, IL. 60513

Re: 2016 Water Rates

Dear Customer:

The City of Chicago has not notified the Brookfield North Riverside Water Commission that it has enacted any water rate increases for 2016 at this time. However, this rate may change according to the rate adjustment described in the enclosed excerpt from the City of Chicago's Web Site. According to this article the Chicago Rate will remain at \$3.81 until June 1st of 2016. If the City's rate changes in June, the increase will be passed through to our customers at that time. We will keep you informed of any changes at that time.

To recap the Brookfield North Riverside Water Commission rate structure and operations, the Commission operates five (5) pumping stations and over 11 miles of large diameter water mains to deliver water to their customer base. The 2015 cost of operating these facilities was \$1.03 per thousand gallons. At this time the Water Commission will be increasing their operating fees by \$0.03 to cover increasing costs of maintenance projects, electricity, repairs, upgrades, chemicals, salaries and general operating expenses. An additional \$0.07 will be added to cover the repayment of a Low Interest IEPA Loan being processed for the new Chicago Supply Main being constructed starting in 2016. This main is being provided to our system to secure an uninterrupted flow of water to our customers for the years to come. As we mentioned previously, our current transmission main was installed in 1938 or 78 years ago and is approaching its life expectancy. This will be the first of seven (7) \$0.07 increases to cover the repayment of the 20 year loan agreement. Therefore the new water rate for 2016 will increase from the old rate of \$4.84 per thousand to \$4.94 per thousand gallons, pending any City of Chicago changes in June. This rate will be reflected on your February water bill for water used in January 2016.

Sincerely,

Robert F. Novotny
Water Superintendent

ORDINANCE NO. 2016 - XX

**AN ORDINANCE AMENDING
CHAPTER 56 ENTITLED "UTILITIES" OF THE
CODE OF ORDINANCES OF THE VILLAGE OF BROOKFIELD,
COOK COUNTY, ILLINOIS**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 9th DAY OF MAY 2016**

Published in pamphlet form by
Authority of the Corporate
Authorities of Brookfield, Illinois,
the 9th day of May 2016

ORDINANCE NO. 2016 - XX

**AN ORDINANCE AMENDING
CHAPTER 56 ENTITLED "UTILITIES" OF THE
CODE OF ORDINANCES OF THE VILLAGE OF BROOKFIELD,
COOK COUNTY, ILLINOIS**

WHEREAS, Sections 11-117-12, 11-126-4, 11-129-10 and 11-139-8 of the Illinois Municipal Code (65 ILCS 11-117-12; 11-126-4; 11-129-10; 11-139-8) authorize the corporate authorities of the Village of Brookfield to fix utility rates for municipal utilities; and

WHEREAS, the corporate authorities of the Village of Brookfield have determined that the cost of providing water service has substantially increased and that an increase in the water rates charges to the customers of the village waterworks system is appropriate;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield, Illinois, as follows:

Section 1.

The foregoing facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance as if fully set forth herein.

Section 2.

Section 28-18, entitled "Water service charges" of the Code of the Village of Brookfield is hereby amended as follows:

Sec. 28-18. Water service charges

(b) WATER SERVICE CHARGES

Class WA1--For the first 748 gallons and for each succeeding 748 gallons the charge shall be \$7.668 per 748 gallons.

The minimum charge for water service in this class shall be \$76.68 per quarter.

WA2--All charges shall be the same as Class WA1, except that the minimum charge shall apply to each sub-unit of the account served by the single water meter. The sum of the minimum charges assigned to each sub-unit shall be the minimum charge for the total account, except hotels and motels whose minimum shall be billed as a single unit for that portion of the establishment providing individual accommodations and not by sub-units metering individual accommodation units.

Class WB1--For the first 748 gallons and for each succeeding 748 gallons the charge shall be \$7.668 per 748 gallons.

The minimum charge for water service in this class shall be \$25.56 per month.

WB2--All charges shall be the same as Class WB1, except the minimum charge shall apply to each sub-unit of the account served by single water meter. The sum of the minimum charges assigned to each sub-unit shall be the minimum charge for the total account, except hotels and motels whose minimum shall be billed as a single unit for that portion of the establishment providing individual accommodations and not by sub-units metering individual accommodation units.

WB3--All charges shall be the same as Class WB1, except that a twenty-five percent (25%) surcharge shall be added to the billed amount.

Class WC1--The charges for service to this account shall be based on the current rate that the Village pays for water from the Brookfield/North Riverside Water Commission plus five percent (5%) and an annual fee set by agreement between the Village and the water customer.

Class WC2--The charge for non-metered customer accounts shall be based upon the Class WB1 rates, with estimated water volumes provided by the Water Department.

WC3--The charge for water in this category shall be equal to Water Commission rate for the volume used plus five percent (5%).

Section 3.

This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 9th day of May, 2016 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 9th day of May, 2016

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
and published in pamphlet form
this 9th day of May, 2016.

Brigid Weber, Clerk of the Village
of Brookfield, Cook County, Illinois



West Cook County **SOLID WASTE AGENCY**

MEMBER COMMUNITIES

Bellwood
Berkeley
Berwyn
Broadview
Brookfield
Cicero
Countryside
Elmwood Park
Forest Park
Forest View
Franklin Park
Harwood Heights
Hillside
Hodgkins
Indian Head Park
LaGrange
LaGrange Park
Leyden Township
Lyons
Maywood
Melrose Park
Norridge
Northlake
North Riverside
Oak Park
River Forest
River Grove
Riverside
Rosemont
Schiller Park
Stickney
Stone Park
Westchester
Western Springs
Willow Springs

ASSOCIATE MEMBERS

Brookfield Zoo
Triton College
Morton College

CHAIR

Michael J. Garvey
Brookfield

VICE CHAIR

Guy Belmonte
North Riverside

TREASURER

Jerry Strazzante
Willow Springs

EXECUTIVE DIRECTOR

Neil James

MEMORANDUM

TO: Regional Disposal Project (RDP)
Participating Communities

FROM: Neil C. James
Executive Director

DATE: December 18, 2015

SUBJECT: 2016 RDP Rates

Dear Participating Community:

This memo explains the 2016 rate for the Regional Disposal Project. **I am pleased to inform you that for 2016, participating members of the RDP will see a reduction in solid waste disposal rates.** A comparison of the 2015 and 2016 rates is shown in the table below.

COMPARISON OF RDP DISPOSAL RATES			
Fee Component	2015 (\$/ton)	2016 (\$/ton)	Increase / (Decrease)
Base Service Fee - Republic	\$48.58	\$48.26	(\$0.32)
Add, Cook County Tax	\$0.22	\$0.22	\$0.00
Add, Highway Toll Increases	\$0.05	\$0.07	\$0.02
Subtotal, Total Fee Paid to Republic	\$48.85	\$48.55	(\$0.30)
WCCSWA Admin Fee	\$1.49	\$1.49	\$0.00
Total Member Rate	\$50.34	\$50.04	(\$0.30)

2000 Fifth Avenue Building N River Grove, IL 60171
PHONE (708) 453-9115 FAX (708) 453-9101

www.westsubwaste.org





West Cook County **SOLID WASTE AGENCY**

MEMBER COMMUNITIES

Bellwood
Berkeley
Berwyn
Broadview
Brookfield
Cicero
Countryside
Elmwood Park
Forest Park
Forest View
Franklin Park
Harwood Heights
Hillside
Hodgkins
Indian Head Park
LaGrange
LaGrange Park
Leyden Township
Lyons
Maywood
Melrose Park
Norridge
Northlake
North Riverside
Oak Park
River Forest
River Grove
Riverside
Rosemont
Schiller Park
Stickney
Stone Park
Westchester
Western Springs
Willow Springs

ASSOCIATE MEMBERS

Brookfield Zoo
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CHAIR

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Brookfield

VICE CHAIR

Guy Belmonte
North Riverside

TREASURER

Jerry Strazzante
Willow Springs

EXECUTIVE DIRECTOR

Neil James

The following points provide additional information on the change in the member rate.

1. **Contract Escalation.** As you may recall, the base service fee paid to the RDP contractor (Republic Services) is escalated annually based on a weighted-average formula with three components: inflation or CPI (67 %); labor (27 %) and diesel fuel (6 %). The base service fee will decrease by 0.7 %, or \$0.32/ton, in 2016. Inflation (CPI) was essentially flat over the past year, and while the labor component increased (per the terms of the union contract), this was more than offset by a reduction in diesel fuel prices.
2. **Cook County Fee.** As I communicated to you last year, Cook County passed a new solid waste tax in 2014. This tax, amounting to \$0.22 per ton of waste, is collected on all waste handled at solid waste transfer stations in suburban Cook County. This tax was included in the member rate beginning in 2015, and will also be included in 2016.
3. **Toll Increase.** As I reported to you last year, the State of Illinois raised toll rates on large trucks by 40 %, effective January 1, 2015. The increase was reflected in the 2015 member rate with a \$0.05/ton surcharge. The tollway authority will again raise toll rates effective January 1, 2016, though by a comparatively smaller amount. The toll component of the member fee will increase from \$0.05/ton to \$0.07/ton in 2016.
4. **Administration Fee.** The Agency will maintain its administrative fee at \$1.49/ton for the coming year.

Once again, I am pleased to report this rate reduction for 2016 to you. Please contact me if you have any questions.

2000 Fifth Avenue Building N River Grove, IL 60171
PHONE (708) 453-9115 FAX (708) 453-9101

www.westsubwaste.org





**Groot
Industries, Inc.**

8475 West 53rd Street
McCook, IL 60525
Phone: 708/485-0900
Fax: 708/442-0037
www.groot.com

Since 1914

December 10, 2015

Mr. Keith Sbiral
Village Manager
Village of Brookfield
8820 Brookfield Avenue
Brookfield, IL 60513-1688

Dear Mr. Sbiral:

This letter is in reference to Article VIII, Section B (Page 12) of our present agreement for the collection of refuse and recycling service provided to the multi-family structures located in the Village of Brookfield. Groot Industries request the following rate increase effective **January 1, 2016**.

The CPI for the Chicago-Gary-Kenosha region decreased 0.2% over the 12 month period of October 2014 through October 2015. Therefore, the 3.0% minimum will take effect. The current rate structure, along with the corresponding adjustment, is as follows:

Refuse Collection			
Container Size	Times Serviced	Current Rate Per Month	New Monthly Rate Effective January 1, 2016
1-2 drums (55 gal)	1x per wk	\$30.03	\$30.93
1 yard (alley site)	1x per wk	\$65.59	\$67.56
1 yard (pull out)	1x per wk	\$86.32	\$88.91
1 yard (alley site)	2x per wk	\$101.09	\$104.12
1.5 yard (alley site)	1x per wk	\$77.38	\$79.70
1.5 yard (pull out)	1x per wk	\$99.15	\$102.13
1.5 yard (alley site)	2x per wk	\$115.23	\$118.69
2 yard (alley site)	1x per wk	\$96.94	\$99.85
2 yard (pull out) – plastic cans only	1x per wk	\$114.02	\$117.44

Recycling Collection			
Container Size	Times Serviced	Current Rate Per Month	New Monthly Rate Effective January 1, 2016
1 – 95-gallon (alley site)	1x per wk	\$26.87	\$27.68
1 – 95-gallon (pull out)	1x per wk	\$45.57	\$46.94
2 – 95-gallon (alley site)	1x per wk	\$37.39	\$38.51
2 – 95-gallon (pull out)	1x per wk	\$52.57	\$54.15

We appreciate the opportunity to provide these very essential services to the Village of Brookfield and we look forward to keeping Brookfield on the forefront of innovative solid waste collection services.

Sincerely,

Frank Hillegonds
Municipal Manager
Groot Industries

cc: Neil Andersen, General Manager Groot McCook

Service Locations
in Elk Grove Village, Chicago, McCook,
West Chicago, Round Lake Park

- Waste Collection
- Recycling Processor
- Dumpster Services
- Document Destruction
- Waste Audits
- Demolition Recycling





**Groot
Industries, Inc.**

8475 West 53rd Street
McCook, IL 60525
Phone: 708/485-0900
Fax: 708/442-0037
www.groot.com

Since 1914

December 10, 2015

Mr. Keith Sbiral
Village Manager
Village of Brookfield
8820 Brookfield Ave.
Brookfield, IL 60513

Dear Mr. Sbiral:

This letter is in reference to the Second Amendment to the Contract for the Collection and Transportation of Municipal Solid Waste from One and Two Family Residential Units. Pursuant to our agreement and in accordance with Section 5 (Page 7) of the amendment, Groot Industries respectfully requests the following rate increases effective **January 1, 2016**.

The current rates along with their corresponding 3% increases (except the refuse sticker which is increase by \$0.10) are as follows:

	<u>Current Rate</u>	<u>New Rate</u>
Refuse & Recycling Collection	\$15.50/unit	\$15.97/unit
Refuse Overage Stickers	\$2.25/sticker	\$2.35/sticker
Landscape Waste Service	\$3.68/unit	\$3.79/unit
Leaf Pick-up Program	\$30.52/compacted yard	\$31.44/compacted yard
Amnesty Day Clean-up	\$176.08/ton	\$181.36/ton

Groot Industries appreciates the continued opportunity to provide these very important services to the Village of Brookfield. Please do not hesitate to contact me with any questions.

Sincerely,


Frank Hillegonds
Municipal Manager
Groot Industries

Service Locations
in Elk Grove Village, Chicago, McCook
West Chicago, Round Lake Park

- Waste Collection
- Recycling Processor
- Dumpster Services
- Document Destruction
- Waste Audits
- Demolition Recycling

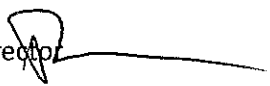




COMMITTEE ITEM MEMO

ITEM: Bank Note for Fire Truck and Public Works Equipment

COMMITTEE DATE: April 25, 2016

PREPARED BY: Doug Cooper, Finance Director 

PURPOSE: Financing of Public Safety and Public Works Equipment

BUDGET AMOUNT: \$800,000

BACKGROUND:

The 2016 Village Budget includes the issuance of a Bank Note. The proceeds from the Note would be used to buy a New Fire Engine and certain Public Works Equipment.

Village Staff requested three quotes for the pricing of the note. First National Bank and WINTRUST both quoted 2.25% for a three year note. A leasing Company quoted a five year lease at 2.58% The 2.25% is a very good rate. In order to maintain the "LOCAL" feel, staff has decided to enter into a note agreement with FNBB. Staff anticipates the financing to be a three year note payable December 1, 2016, 2017 and 2018, with an estimated borrowing cost of \$27,000 to \$32,000

ATTACHMENTS:

1. Formatted Ordinance to be approved at the May 11, 2016 Board of Trustees meeting.

STAFF RECOMMENDATION:

Approval of an Ordinance authorizing a loan in an amount not to exceed \$800,000.

REQUESTED COURSE OF ACTION:

Approval of an Ordinance authorizing a loan in an amount not to exceed \$800,000 at the May 9, 2016 Board of Trustees Meeting.

ORDINANCE NO. 2016 -- XX -

**AN ORDINANCE AUTHORIZING A
LOAN FROM THE FIRST NATIONAL BANK OF BROOKFIELD**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 9TH DAY OF MAY 2016**

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 9th Day of May, 2016.

ORDINANCE NO. 2016 --XX

**AN ORDINANCE AUTHORIZING A
LOAN FROM THE FIRST NATIONAL BANK OF BROOKFIELD**

WHEREAS, pursuant to Section 8-1-3.1 of the Illinois Municipal Code [65 ILCS 5/8-1-3.1 (2010 Ill. State Bar Ed.)], the Village of Brookfield (the "Village") is authorized to borrow money from a bank or other financial institution, provided such money shall be repaid within ten (10) years from the time the money is borrowed; and

WHEREAS, the Village desires to acquire an ambulance for the Village but does not have sufficient funds on hand to acquire said property and as such now deem it necessary, essential and in the best interests of the residents of the Village that the Village enter into a loan agreement with **FIRST NATIONAL BANK OF BROOKFIELD** (the "Loan") for the acquisition costs of said property.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1. The preambles set forth above are full, true and correct and are hereby incorporated into this Ordinance by this reference.

Section 2. The corporate authorities of the Village approve and authorize the Loan from **FIRST NATIONAL BANK OF BROOKFIELD** for a term not to exceed 3 years and in an amount not to exceed the lesser of \$800,000 and an amount, when aggregated with the existing indebtedness of the Village, that does not exceed the debt limitation provided in Section 8-5-1 of the Illinois

Municipal Code [65 ILCS 5/8-5-1 (2010 Ill. State Bar Ed.)], and a taxable interest rate not to exceed _____ (2.25%).

Section 3. The Village President be an is hereby authorized and directed to execute a promissory note or other similar debt instrument, but not a bond, to evidence the indebtedness incurred by the borrowing and such other officers of the Village are authorized and directed to take such actions and execute such documents as are necessary to establish the line of credit and carry out the purpose and intent of this Ordinance.

Section 4. This Ordinance shall be in full force and effect upon and after its passage and approval in the manner provided by law.

ADOPTED this 9th Day of May, 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 9th Day of May, 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
and published in pamphlet form
this 9th Day of May, 2016.

Brigid Weber, Clerk of the Village
of Brookfield, Cook County, Illinois



COMMITTEE ITEM MEMO

ITEM: 2016 Police Vehicle - Purchase
COMMITTEE DATE: April 25th, 2016
PREPARED BY: Chief James L. Episcopo
PURPOSE: To request approval for purchase of two (2) 2016 Ford Explorer / Police Interceptor from Rizza Ford in North Riverside, IL.

BUDGET AMOUNT: \$66,000.00

BACKGROUND:

The Chief of Police is requesting to purchase two (2) new vehicles from Rizza Ford to replace old and high mileage squad cars. The vehicles will be purchased from Joe Rizza Ford in North Riverside, whose prices fall within the state bid guidelines (actually \$7.00 less). Typically the Police Department tries to replace two vehicle per year to recycle the fleet. Currently our fleet has 4 vehicles between 80,000 and 110,000 miles. The vehicles being replaced with this purchase, have both the highest mileage and the one which has needed the most service over the last year. The Ford Explorer / Police Interceptor has become one of the most serviceable vehicles in the law enforcement industry, providing excellent reliability and enough room to allow Officers to equip themselves properly. The remaining balance from the budgeted amount will be used to outfit the vehicles in their entirety to include striping and decals, emergency lighting, prisoner cages, radio and computer equipment. The new vehicles would replace the following vehicles:

<u>Unit</u>	<u>Year</u>	<u>Make and Model</u>	<u>Mileage</u>
466	2010	Ford Crown Victoria	93,582
470	2011	Ford Crown Victoria	109,096

Purchase price of new vehicles with options as quoted:

2016 Ford Explorer Interceptor
\$27,347.00 X 2 = **\$54,694.00**

ATTACHMENTS:

Joe Rizza Pricing Sheet
2016 Ford Utility Police Interceptor stat sheet and fuel economy article

STAFF RECOMMENDATION:

Staff recommends the committee moves forward with the purchase of these vehicles.

REQUESTED COURSE OF ACTION:

This matter be brought to the Board on May 9th for approval.

JOE RIZZA



April, 6 2016

TO: VILLAGE OF BROOKFIELD

FROM: JOE RIZZA FORD, INC.

SUBJECT: 2016 EXPLORER Interceptor

Joe Rizza will sell to the Village of Brookfield, 2016 Explorer Interceptors based off the Suburban Purchasing Cooperative.

Suburban Purchasing Coop Pricing:

Base Price	25500.00
Dark Car	17.00
dome lamp r/w	45.00
Driver spot	187.00
Grill Wiring	45.00
Rear Camera	N/C
Sync	258.00
Rwindow switches delete	22.00
Rear handle delete	30.00
Reverse Sensing	240.00
Override	385.00
cd rom manual	325.00
Lic and title fees	103.00
frnt headlamp hsing 86p	110.00
Noise Suppression	87.00

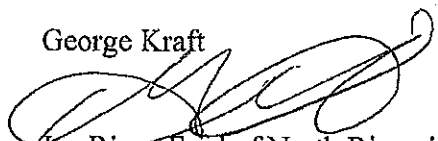
Total 27354.00 Per Vehicle

Rizza Price 27347.00

Please call with any questions. We appreciate that you keep the business local, and look forward to giving you excellent service in the future.

Thank You,

George Kraft

A handwritten signature in black ink, appearing to be 'George Kraft', written over the printed name.

Joe Rizza Ford of North Riverside
Inventory
708 442 7000



2016 Ford Utility Police Interceptor AWD
Contract # 152
\$25,555.00

3.7 TI-VCT V6 FFV
6-Speed Automatic
Rear recovery hooks
Independent front/rear suspension
Engine Oil Cooler
18.6 gallon fuel tank
Engine Hour Meter
220 Amp Alternator
78 Amp Hour Battery
Lower black body side cladding
Dual Exhaust
Black spoiler
Electric Power Assist Steering
Acoustic laminated windshield
18" Tires and Wheels
Fixed glass lift gate
Full Size Spare
AM/FM/CD
Roll curtain airbag
Safety Canopy W/Roll Over
Sensor
Anti-Lock Brakes With Advanced
Trac and traction control
LED tail lamps
2nd/3rd Row Privacy Glass
My Ford police cluster
Black Grill
Headlamps-LED Low Beam
Halogen Hi Beam
Lift Gate Release Switch - 45
Second Time out

Rearview Camera with Washer
All-Wheel Drive
Manual folding power mirror
Fold flat 60/40 rear vinyl bench
Single Zone Manual Climate
Control
Power Windows - 1 Touch
Up/Down
Power Locks
Cruise Control/Tilt Wheel
Calibrated Speedometer
Column Shift
Work Task Light red/white
Simple fleet key
Power Adjustable Pedals
Two-Way Radio Pre-Wire
Particulate air filter
Power Pig tail
Delivery within 30 Miles
Locking Glove Box

Standard Warranty:

Basic: 3 Years/ 36,000 Miles
Drivetrain: 5 Years/100,000 Miles
Corrosion: 5 Years/ Unlimited
Miles
Emissions: 8 Years/80,000 Miles
Roadside Assistance:
5Years/60,000 Mil

SPC
SUBURBAN PURCHASING
COOPERATIVE

<input type="checkbox"/>	99T	3.5L V-6 Ecoboost® Engine (131 MPH top speed)	\$3,106.00
<input type="checkbox"/>	41H	Engine block heater	\$79.00
<input type="checkbox"/>	86L	Auto Head Lamp	\$99.00
<input checked="" type="checkbox"/>	43D	Dark car feature (courtesy lights inop)	\$17.00
<input type="checkbox"/>	942	Daytime Running Lights	\$39.00
<input checked="" type="checkbox"/>	17T	Dome lamp red/white cargo area	\$45.00
<input checked="" type="checkbox"/>	51Y	Spot Light Drivers Side Only - Incandescent	\$187.00
<input type="checkbox"/>	51Z	Dual Spot Lights (Driver/Passenger) Incandescent	\$306.00
<input type="checkbox"/>	51R	Spot Light Drivers Side LED Bulb - Unity	\$345.00
<input type="checkbox"/>	51T	Spot Light Drivers Side LED Bulb - Whelen	\$366.00
<input type="checkbox"/>	51S	Spot Light Dual LED Bulbs - Unity	\$541.00
<input type="checkbox"/>	51V	Spot Light Dual LED Bulbs - Whelen	\$580.00
<input type="checkbox"/>	51P	Spot Lamp Prep Kit; Driver side (does not include housing and bulb)	\$122.00
<input type="checkbox"/>	51W	Spot Lamp Prep Kit; Dual Side (does not include housing and bulbs)	\$245.00
<input type="checkbox"/>	21L	Front Auxiliary Light Red/Blue - requires option 60A	\$481.00
<input type="checkbox"/>	21W	Forward Indicator - Red/Blue Pocket Warning Light - requires options 60A	\$558.00
<input checked="" type="checkbox"/>	60A	Pre-wiring grill lamp, siren, speaker	\$45.00
<input type="checkbox"/>	63B	Side Marker LED - Red/Blue - Requires 60A	\$254.00
<input type="checkbox"/>	63L	Rear Quarter Glass Side Marker Lights - Red/Blue	\$502.00
<input type="checkbox"/>	92G	Glass-Solar Tint 2nd Row/Rear Quarter/Liftgate Window (Deletes Privacy Glass)	\$105.00
<input type="checkbox"/>	92R	Glass-Solar Tint 2nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window	\$75.00
<input type="checkbox"/>	68Z	Roof rack side rails	\$136.00
<input type="checkbox"/>	76D	Deflector Plate (Standard on Ecoboost® Engine)	\$292.00
<input checked="" type="checkbox"/>	87R	Rear View Camera - Includes Electrochromic Rear View Mirror (replaces standard camera in center stack area)	N/C
<input checked="" type="checkbox"/>	53M	Sync® Basic – includes USB port and aux input jack	\$258.00
<input type="checkbox"/>	61R	Remappable (4) switches on steering wheel (less Sync)	\$136.00
<input type="checkbox"/>	61S	Remappable (4) switches on steering wheel (with Sync)	\$136.00
<input checked="" type="checkbox"/>	18W	Rear window power delete	\$22.00
<input checked="" type="checkbox"/>	68L	Rear-Door Handles Inoperable / Locks Operable	\$30.00
<input type="checkbox"/>	68G	Rear-Door Handles Inoperable / Locks Inoperable	\$30.00
<input type="checkbox"/>	52H	Hidden Door-Lock Plunger w/Rear-door Handles Op	\$122.00
<input type="checkbox"/>	52P	Hidden Door-Lock Plunger w/Rear-door Handles Inop	\$140.00
<input type="checkbox"/>	16C	1st & 2nd Row Carpet Floor Covering (includes mats)	\$110.00
<input type="checkbox"/>	88F	2nd Row Cloth Seats	\$51.00
<input type="checkbox"/>	87P	Power Passenger Seat (6-way) w/ manual recline/lumbar	\$284.00
<input type="checkbox"/>	85D	Front Console Plate-Delete (N/A w/ 67G, 67H, 67U, 85R)	N/C
<input type="checkbox"/>	85R	Rear Console Plate (N/A with 65U, 85D)	\$30.00
<input type="checkbox"/>	90D	Ballistic Door Panels – Driver Front Only	\$1384.00
<input type="checkbox"/>	90E	Ballistic Door Panels – Driver & Passenger Front	\$2766.00
<input type="checkbox"/>	55B	BLIS® Blind spot monitoring (requires 54Z)	\$475.00



<input type="checkbox"/>	19L	Lockable Gas Cap	\$17.00
<input type="checkbox"/>	549	Mirrors – Heated Sideview	\$53.00
<input type="checkbox"/>	593	Perimeter Anti-Theft Alarm – Requires key Fob (595)	\$105.00
<input type="checkbox"/>	595	Remote Keyless Entry (N/A with keyed alike)	\$227.00
<input checked="" type="checkbox"/>	76R	Reverse Sensing	\$240.00
<input type="checkbox"/>		Keyed Alike – Code #:	\$45.00
<input type="checkbox"/>	65L	18" 5-spoke full face wheel covers w/ metal clips	\$53.00
<input type="checkbox"/>	64E	18" painted aluminum wheels	\$415.00
<input type="checkbox"/>	17A	Aux Air Conditioning (N/A with 63V)	\$532.00
<input type="checkbox"/>	16D	Badge Delete	N/C
<input type="checkbox"/>	63V	Cargo Storage Vault - includes lockable door/compartment light (N/A with 17A)	\$415.00
<input type="checkbox"/>	55D	Scuff Guards	\$79.00
<input checked="" type="checkbox"/>	60R	Noise Suppression Bonds (Ground Straps)	\$87.00
<input type="checkbox"/>	18X	100 Watt Siren/Speaker (includes bracket and pigtail)	\$262.00
<input type="checkbox"/>	43S	My Speed Fleet Management - allows admin to lower max vehicle speed and max audio volume / allows VMAX speed to be set in 5mph increments	\$53.00
<input type="checkbox"/>	52B	Enhanced PTU Cooler – requires EcoBoost® Engine	\$2553.00
<input type="checkbox"/>		Rustproof & Undercoating	\$395.00
<input checked="" type="checkbox"/>		Over Ride Switch	\$385.00
<input type="checkbox"/>		4 Corner LED Strobos (aftermarket using 86P)	\$895.00
<input checked="" type="checkbox"/>		CD-Rom service manual	\$325.00
<input type="checkbox"/>		Delivery greater than 50 miles of dealership	\$150.00
<input checked="" type="checkbox"/>		License and Title fees - MP plates	\$103.00

Optional Maintenance & Warranty Coverage:

<input type="checkbox"/>	ESP Extended Warranty Extra Care 5-Year 60,000 miles	\$1,620.00
<input type="checkbox"/>	ESP Extended Warranty Base Care -3 year/100,000 miles	\$1,115.00
<input type="checkbox"/>	ESP Extended Warranty Powertrain –6 year/100,000miles	\$975.00
<input type="checkbox"/>	ESP Extended Warranty Base Care – 6 year/100,000miles	\$1155.00



Equipment Groups

<input type="checkbox"/>	Police Wire Harness Connector Kit – Front 47C For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector 	\$91.00
<input type="checkbox"/>	Police Wire Harness connector Kit – Rear 21P For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4-pin connectors • (1) 10-pin connector 	\$114.00
<input type="checkbox"/>	Police Interior Upgrade Package 65U Includes: 1st & 2nd Row Carpet Floor Covering, Rear Cloth Seats, Center Floor Console less shifter- includes console Deletes the standard console mounting plate Note: Not available with options 67G, 67H, 67U	\$341.00
<input type="checkbox"/>	Front Headlamp Lighting Solution 66A Includes: Base LED low beam/halogen high-beam with wig-wag function, 2-white LED side warning lights, wiring, LED lights included, controller NOT included. Note: Not available with 67H; recommend using 67G or 67U	\$743.00
<input checked="" type="checkbox"/>	Front Headlamp Housing Only 86P Pre-drilled side marker holes (does not include lights) Pre-molded side warning holes with twist lock capability (does not include lights)	\$110.00
<input type="checkbox"/>	Tail Lamp Lighting Solution 66B Includes: Base LED lights plus 2-rear integrated white LED side warning lights, wiring, controller NOT included, N/A with 67H	\$371.00
<input type="checkbox"/>	Rear Lighting Solution 66C Includes two backlit flashing LED lights (mounted to inside lift gate glass), two lift gate flashing LED lights (not available with Police Interceptor package 67H)	\$398.00
<input type="checkbox"/>	Tail Lamp Housing Only 86T Pre-existing holes with standard twist lock-sealed capability, does NOT include LED lights. N/A w/66B and 67H	\$53.00
<input type="checkbox"/>	Ultimate Wiring Package (n/a with Interior Upgrade Package) Includes the following: <ul style="list-style-type: none"> • Rear console mounting plate (85R)-contours through 2nd row; channel for wiring 	\$481.00



	<ul style="list-style-type: none"> • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear (overlay) • (2) light cables-supports up to (6) LED lights (engine compartment/grille) • (2) 50-amp battery and ground circuits in RH rear-quarter • (1) 10-amp siren/speaker circuit engine cargo area • Rear hatch/cargo area wiring-supports up to (6) rear LED lights <p>N/A with 65U, 67G, 67H</p>	
<input type="checkbox"/> 67G	Cargo Wiring Upfit Package (n/a) with Interior Upgrade Package <ul style="list-style-type: none"> • Rear Console Mounting Plate • Wiring overlay harness w/lighting & siren interface connections • Vehicle engine harness: 2-light connectors, 2-grill light connectors, 2-50 amp battery ground circuits in power junction box, 2-10 amp siren/speaker circuit • Whelen lighting PCC8R control head • Whelen PCC8R Light Relay Center • Whelen specific cable connects PCC8R to control head • Pre-wiring for grill lights siren and speaker <p>(not available with 65U 67H and 67U)</p>	\$1,169.00
<input type="checkbox"/> 67H	Ready for the Road Package-not available with Interior Upgrade Package All-in Complete Package-Includes Police Interceptor Packages 66A 66B 66C plus <ul style="list-style-type: none"> • Whelen Cencom light controller • Whelen Cencom relay center/siren amp with traffic advisor • Light controller/relay Cencom wiring • Grille LED Lights • 100 Watt Siren/Speaker • (9) I/O digital Serial Cable (console to cargo) • Hidden door lock plunger & rear door handles inop • Rear console mounting plate <p>(not available with 66A 66B 66C 67G 67U 65U)</p>	\$2,979.00

Vinyl Options

<input type="checkbox"/> 91A	Two-Tone Vinyl Wrap - Package #1 Roof & Right/left, front/rear doors vinyl - white only (Not available with: 91C, 91D, 91E, 91F, 91G, 91H, 91J)	\$733.00
<input type="checkbox"/>	Two-Tone Vinyl Wrap - Package #3	\$611.00



91C	Roof & Right/left front doors only vinyl - white only (Not available with: 91A, 91D, 91E, 91F, 91G, 91H, 91J)	
<input type="checkbox"/> 91H	Two-Tone Vinyl – Roof white only (Not available with: 91A, 91C)	\$428.00
<input type="checkbox"/> 91J	Two-Tone Vinyl – LH/RH Front Doors white only (Not available with: 91A, 91C, 91D, 91E, 91F, 91G)	\$266.00
<input type="checkbox"/> 91D	Vinyl Word Wrap - POLICE (Non-Reflective) White (YZ) lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91E, 91F, 91G, 91J	\$694.00
<input type="checkbox"/> 91E	Vinyl Word Wrap - POLICE (Reflective) Black lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91F, 91G, 91J	\$694.00
<input type="checkbox"/> 91F	Vinyl Word Wrap - POLICE (Reflective) White lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91E, 91G, 91J	\$694.00
<input type="checkbox"/> 91G	Vinyl Word Wrap - SHERIFF (Non-Reflective) White lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91E, 91F, 91J	\$694.00

Options – Exterior

<input type="checkbox"/> BU	Medium Brown Metallic	
<input type="checkbox"/> E3	Arizona Beige Metallic Clearcoat	
<input type="checkbox"/> G1	Shadow Black	
<input type="checkbox"/> HG	Smokestone Metallic	
<input type="checkbox"/> J1	Kodiak Brown Metallic	
<input type="checkbox"/> JL	Dark Toreador Red Metallic	
<input type="checkbox"/> KR	Norsea Blue Metallic	
<input type="checkbox"/> LK	Dark Blue	
<input type="checkbox"/> LM	Royal Blue	
<input type="checkbox"/> LN	Light Blue Metallic	
<input type="checkbox"/> MM	Ultra Blue Metallic	
<input type="checkbox"/> N1	Blue Jeans Metallic	
<input type="checkbox"/> TN	Silver Grey Metallic	
<input type="checkbox"/> UJ	Sterling Grey Metallic	
<input type="checkbox"/> UX	Ingot Silver Metallic	
<input type="checkbox"/> YG	Medium Titanium Metallic	
<input type="checkbox"/> YZ	Oxford White	
<input type="checkbox"/>		
<input type="checkbox"/>	Special Paint	\$873.00

Options – Interior

<input type="checkbox"/>	Charcoal Black w/vinyl rear	N/C
<input type="checkbox"/>	Charcoal Black w/cloth rear	\$57.00

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2016 Ford Utility Police Interceptor MPG

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2016 Ford Utility Police Interceptor MPG

Trim	MPG City	MPG Hwy	Description
Base	16	21	4dr Sport Utility 3.7L AWD Automatic

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2016 ESCAPE



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Problem Credit? No Credit?
Auto Financing Made Easy

We scoured through official specs and data from Ford, Chevrolet (<http://www.autoblog.com/chevrolet/>) and Dodge (<http://www.autoblog.com/dodge/>) to produce the comparison table above. As you can see, the new Police Interceptor from Ford is not the precinct captain of fuel economy, not even when comparing the V6 EcoBoost model against its V8-powered competitors. The acceleration numbers, meanwhile, were all taken from the Los Angeles County Sheriff's Department's Annual Law Enforcement Vehicle Test and Evaluation Program for 2012 models (<http://www.lasdhq.org/sites/car-test/index.html>). Based on their results and the official EPA (<http://www.epa.gov/>) numbers that we found, the Chevrolet (<http://www.autoblog.com/chevrolet/>) Caprice PPV V6 looks like the best combination of both quickness and thriftiness. One thing, though, is for certain: No matter which model they choose, police forces everywhere should be saving lots of fuel compared to the aged Crown Vics in their fleets now. Learn more in Ford's official press release after the jump ([/2012/03/16/ford-police-interceptors-get-official-fuel-economy-ratings-from/#continued](http://2012/03/16/ford-police-interceptors-get-official-fuel-economy-ratings-from/#continued)).

PRESS RELEASE

New Ford Police Interceptors Deliver up to 35 Percent Better Fuel Economy When Idling

EPA fuel economy ratings confirm new Ford Police Interceptors are the most fuel-efficient police vehicles in Ford's history

Fuel economy at idle improves 35 percent on the Police Interceptor sedan and 32 percent on the Police Interceptor utility vehicle

Law enforcement agencies stand to benefit from significant fuel efficiency

DEARBORN, Mich., March 16, 2012 – With experts predicting fuel prices are headed for record highs this year, the fuel efficiency of the new Ford Police Interceptors has the potential to help America's cash-strapped cities reduce their fuel bills.

Ford engineers tuned the all-new Police Interceptor sedan and utility vehicle models to save fuel even when they are standing still, with no sacrifice to pursuit performance.

The city and highway fuel economy ratings for the new Police Interceptors have increased by an impressive 25 percent over the retired Crown Victoria. But many law enforcement vehicles spend the majority of their lives idling, and that is where the new models can provide even more fuel savings.

"Our latest fuel-efficient V6 engines deliver on our promise for increased performance and improved economy, while providing government agencies with a money-saving solution," said Bill Gubing, chief engineer of the Ford Police Program.

Top fuel economy and performance

The Police Interceptor sedan and utility vehicle that are now being delivered to law enforcement agencies are available with efficient powertrain packages that provide more performance and better fuel economy, and are paired with standard and exclusive all-wheel drive for optimized traction and control.

The base 3.5-liter V6 in the Police Interceptor sedan delivers 288 horsepower and EPA-certified fuel economy of 18 mpg city, 26 mpg highway. Compared to the Crown Victoria – America's top-selling law enforcement vehicle for the past 15 years – the Police Interceptor sedan offers an improvement of 4 mpg city and 5 mpg highway, and 38 more horsepower.

The optional EcoBoost® 3.5-liter V6 in the all-wheel-drive Police Interceptor sedan is rated at 365 horsepower and is EPA-certified at 16 mpg city, 23 mpg highway. In recent Los Angeles Sheriff's Department testing, the EcoBoost Police Interceptor beat all competitive police cars from General Motors and Chrysler in 0-60 mph acceleration tests.

The Police Interceptor utility is built with a 3.7-liter V6 rated at 304 horsepower. The EPA rating of 16 mpg city, 22 mpg highway is best in class, topping the Chevrolet Tahoe PPV. The Police Interceptor utility easily out-accelerated the V8-powered Tahoe in the LASD tests, reaching 60 mph in 8.4 seconds compared with 9.5 seconds for the Tahoe.

Fuel-sipping while idle

A recent study of police car use in Ottawa, Canada, showed the average police vehicle idles for up to 6.7 hours in every 10-hour shift. And, according to Police Fleet Magazine, the typical police vehicle wastes half a gallon of fuel for each hour it idles.

For example, a 35 percent fuel economy gain during idling for a government agency with 100 vehicles would save taxpayers \$153,300 per year with gasoline prices at \$4 per gallon, if the vehicle idled for a minimum of three hours per day for two shifts.

The 3.5-liter V6 engine in the Police Interceptor sedan uses 35 percent less fuel idling than did the 4.6-liter V8 engine in the Crown Victoria. The 3.7-liter V6 in the Police Interceptor utility uses 32 percent less fuel when idling than the Crown Victoria's engine.

"Our extensive experience with the Crown Victoria and feedback from our Police Advisory Board helped us develop the next-generation Police Interceptor to be a no-compromise vehicle that can easily be outfitted to meet the needs of individual agencies," said Lisa Teed, Ford marketing manager for Police Interceptor.

Under the hood

All three Police Interceptor engines feature double overhead cams, four valves per cylinder and Ti-VCT, or twin independent variable camshaft timing, plus several other high-tech features that improve fuel economy at idle and at speed without sacrificing the performance that is required by law enforcement.

An example of how Ford engineers improved the fuel economy of both Police Interceptor models, beyond the powertrain changes, is outfitting the vehicles with EPAS, or electric power-assisted steering. The old-style hydraulic power steering system found on competitive police vehicles, such as the Chevrolet Caprice PPV and Dodge Charger, forces the engine to work harder – and waste fuel – at idle because the pump runs whenever the engine does.

When a Ford Police Interceptor is idling, no energy is consumed by the steering system until an officer turns the steering wheel. Other fuel improvements come from optimizing the energy consumed by the air conditioning compressor and alternator.

Purpose-built

Working with Ford's Police Advisory Board, which consists of law enforcement professionals from the United States and Canada who contributed to the development of these vehicles on attributes such as safety, performance, durability, driver comfort and functionality, the new Police Interceptor vehicles are purpose-built to meet the requirements of this demanding industry.

To learn more about the performance results for the Ford Police Interceptor, visit http://media.ford.com/article_display.cfm?article_id=35655.

?

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COMMITTEE ITEM MEMO

ITEM: 2016 Emerald Ash Borer Plan Update
March 28, 2016

BOARD OF TRUSTEES

MEETING DATE:

PREPARED BY: Ken Blaauw, P.E. – Director of Public Works

PURPOSE: Program Update

BUDGET AMOUNT:

BACKGROUND:

In 2014, The Village of Brookfield created the Emerald Ash Borer Management Plan to help residents, staff, and elected officials understand how the insect was impacting ash trees in the Village of Brookfield. Since the creation of the plan, Public Works and outside contractors have removed approximately 300 Ash trees to date. The potential for the removal of several hundred additional ash trees remains, but we are starting to focus on the reforestation of the village right-of ways. The attached update outlines our approach for removals and reforestation based on projected funding.

ATTACHMENTS:

Emerald Ash Borer Management Plan – March 2016 Update



VILLAGE OF BROOKFIELD EMERALD ASH BORER MANAGEMENT PLAN March 2016 UPDATE

Introduction and Background

The Emerald Ash Borer (EAB) is an invasive, non-native insect that feeds on and ultimately causes the demise of Ash trees. The beetle is metallic green in color and approximately one half inch in length. The EAB was first discovered in the United States in Michigan in 2002 and is believed to have been transported to the United States from China on shipping crates.

In 2005, the Village of Brookfield, in conjunction with the Morton Arboretum, began a visual survey looking for signs of suspicious activity or symptoms of the EAB because of the Village's proximity to the original infestation zones in Michigan, Ohio, and Indiana. The Village began conducting destructive surveys in 2006 whereby limbs were removed from declining Ash trees and examined for signs of the EAB. The EAB was first discovered in Illinois in 2006 in Kane County and in Wilmette in Cook County shortly thereafter. Brookfield's first confirmed case of the Emerald Ash Borer was found on the north end of town on the 9500 block of Washington Avenue on June 13 of 2012. Parkway trees at properties within a quarter mile were surveyed after the initial discovery and a total of 2 additional EAB infested parkway trees were found in this location. Since then additional trees throughout the Village have been confirmed to have EAB.

The Village of Brookfield's Emerald Ash Borer Management Plan

The Village of Brookfield has made a continued commitment to preserve and perpetuate trees on Village property. Evidence of this commitment includes ordinances protecting trees during construction, an active urban forest management program, and the Village's status as a Tree City USA community from since 1981, one of the longest memberships in Illinois.

This *Emerald Ash Borer Management Plan* is to serve as the Village of Brookfield's guide to manage the Village's parkway Ash trees and how the Village will work with property owners to help manage private Ash trees. The goal of this plan is to take a proactive, methodical, and measured approach to slow the spread of the Emerald Ash Borer in Brookfield while attempting to minimize the impact of tree loss to Brookfield's neighborhoods. This management plan recognizes three important facts:

1. Infested and other distressed Ash trees represent a haven for the EAB and can promote the spread of the bug to other healthy trees; therefore these Ash trees on public property must be removed.

2. Healthy Ash trees that are not showing signs of distress or infestation are a positive part of Brookfield's urban forest. These trees will remain until they are no longer healthy or they become infested and then will be removed.

3. The removal of Ash trees from our urban forest will change the landscape of the community. Reforestation where Ash trees have been removed is essential for maintaining the appeal of our neighborhoods and emphasizing our continued commitment to the environment.

This management plan includes specific procedures the Village of Brookfield will implement to manage the spread of the EAB within its borders. Included with the procedures in this management plan are tables identifying the potential financial impact of each component. The potential financial impact values identified herein are for planning purposes only and are subject to change as infestations of the EAB are found. To make the management plan easier to use it is separated into the following five key components:

1. Resident & Business Outreach and Education
2. Village Owned Ash Trees
3. Privately Owned Ash Trees
4. Important Contact Information
5. Updating of the EAB Management Plan

Resident & Business Outreach and Education

The Village of Brookfield is committed to reaching out to residents and businesses and educating them on the threat EAB poses to Brookfield's urban forest, the Village's actions to curb or slow the spread of the EAB, and options for residents and businesses with private Ash trees. These resources will be used to create and implement the following informational tools:

- Pamphlets and Brochures (loaned material from sources such as USDA, the Morton Arboretum and Illinois Department of Agriculture)
- Newsletter Article
- Village webpage

The projected financial impact of resident outreach and education is expected to be minimal over the next four to five years. In-house resources will be used wherever possible for the development of educational materials. The majority of the costs are related to printing and mailing.

Village Owned Ash Trees

Ash trees represented almost 12% of the Village of Brookfield's approximately 9,300 parkway trees prior to initial infestation. To help slow the spread of the EAB, the Village is taking a proactive, multi-faceted approach that includes surveying of all Village owned Ash trees, removing dead or declining trees, and replanting trees where Ash trees were removed. As of January 1, 2016, the Village has removed 296 infested ash trees and expects to remove the majority of the remaining 901 parkway ashes. The Village estimates it will remove approximately 150 declining Ash trees per year (trees with a condition rating of 3, 4, or 5) with in-house and contractual resources over the course of the next two years, for a total of approximately 600 trees, and will replant as many trees as can be budgeted for based on

financial availability to replace what has been removed. This in-house work will be performed in addition to normal forestry activities; if Brookfield experiences severe storm damage or other forestry emergencies, staff may be unable to complete these removals in-house. This number of EAB removals is subject to change, depending upon the dieback rate of the remaining ash trees.

Survey

The Public Works Department completed a survey all parkway Ash trees and created a current benchmark of their condition. DPW plans on conducting a Village-wide parkway ash tree survey on a bi-annual basis. Surveying is done by observing trees and the amount of crown dieback, structural integrity and other evidence of declining health. This information is then used to categorize trees on the scale as described below:

Tree Condition Rating Scale, 1 through 5:

1. No apparent Damage
2. Minor Problems
3. Major Problems
4. Extreme Problems
5. Dead

Surveys of Condition 1 and 2 trees will be updated bi-annually and results will be utilized to plan for continued removal of parkway trees. Future surveys of parkway ash trees will be completed with in-house resources as part of regularly scheduled work.

Tree Removal

As stated above, the Village of Brookfield will use a combination of Village resources and contractor assistance to remove parkway ash trees with a condition rating of 3, 4, and 5. Staff estimates that an average of about 150 trees will be removed annually starting in 2016. The Village will not proactively treat healthy parkway ash trees due to the cost of the treatment and the need to continue to biannually treat the trees in perpetuity. Instead, Brookfield will remove diseased trees and replant other species in the place of the removed trees.

Tentative Number of Ash Trees to be Removed by Fiscal Year:

	2015	2016	2017	2018	2019
Village Removals	150	100	100	100	Any remaining ash trees
Contractual Removals	150	50	50	50	

The projected financial impact of tree removal will be absorbed by delaying the block trim program until a majority of the Ash trees are removed. Current estimates have a majority of the Ash trees removed by the end of calendar year 2019, pending no weather emergencies. Total contractual removal costs for 2015 was approximately \$106,000. Projected contractual removal costs for 2016 - 2019 are estimated at \$90,000 or less per year.

Reforestation

Parkway Ash trees removed as part of this EAB Management Plan will be replaced at no cost to the resident, if there is sufficient amount of space available on the parkway. The Public Works Department's goal is to replant trees within eighteen months of removal. However, replanting is contingent upon the queue of parkway tree planting commitments and the available funding for tree planting program. Residents who have had a parkway Ash tree removed will be mailed a form allowing them to select the type of replacement tree they wish to have. The Village will make every effort to accommodate resident requests, as quantities of select species are available.

For the 2016 construction season, the Village of Brookfield is reinstituting the 50/50 tree program. The goals of the 50/50 tree program are as follows:

- Increase the number of replacement trees planted on an annual basis
- Allow residents willing to pay fifty percent of the cost of a replacement tree to get a tree when they want it.

The following is a sample of species of trees that could be used to replace parkway Ash trees:

- | | |
|---|-------------------------------|
| ○ Accolade elm (hybrid-to resist Dutch Elm Disease) | ○ Kentucky Coffeetree |
| ○ American Hophornbeam-Ironwood | ○ Miyabe maple-"State Street" |
| ○ American Linden | ○ New Horizon Elm |
| ○ Autumn Blaze Maple | ○ Ornamental Pear "Redspire" |
| ○ Baldcypress "Shawnee Brave" | ○ Purple Robe Locust |
| ○ Baumann's Horsechestnut | ○ Red Oak |
| ○ Briotti Red Horsechestnut | ○ Redpointe Maple |
| ○ Bur Oak | ○ Redwood Linden |
| ○ Common Hackberry | ○ Skyline Locust |
| ○ Freeman Maple | ○ Street Keeper Honey Locust |
| ○ Frontier Elm | ○ Swamp White Oak |
| ○ Ginkgo | ○ Sweet Gum |
| ○ Hackberry | ○ Tulip Tree |
| ○ Hybrid Elms | ○ Triumph Elm |
| ○ Japanese Tree Lilac | ○ Zelkova |

The Village of Brookfield purchases its trees annually through the Suburban Tree Consortium and utilizes the Consortium's contractor to plant the trees. Ash trees will be replaced with a minimum 2" inch diameter tree with an approximately cost of \$400.00.

The projected financial impact of reforestation is the highest cost of the EAB management plan. Based on an average cost of \$400 per tree and a replacement schedule of between 75 and 125 trees per year, reforestation will cost between \$30,000 and \$50,000 per year.

The total cost of this plan is outlined below:

	2013	2014	2015	2016	2017	2018	2019
Education	\$750	\$750	\$750	\$500	\$500	\$500	\$500
Tree Removal	\$0	\$0	\$65,000	\$50,000	\$40,000	\$40,000	\$40,000
Stump Removal	\$15,000	\$15,000	\$20,000	\$40,000	\$40,000	\$40,000	\$30,000
Reforestation	\$30,000	\$30,000	\$21,500	\$60,000	\$70,000	\$70,000	\$80,000
TOTAL	\$45,750*	\$45,750	\$107,250+	\$150,500	\$150,500	\$150,500	\$150,500

*funding for the stump removal was included in the 2013 budget. \$10,000 was budgeted for the 50/50 tree program which was used toward reforestation, and staff also applied for a \$10,000 grant to plant trees, leaving a 2013 unbudgeted cost of \$10,750.

+ Actual cost for the 2015 calendar year.

Privately Owned Ash Trees

The Village of Brookfield has many residents and businesses that have Ash trees on their property. The Village does not treat or remove trees on private property. If the owner suspects that their Ash tree might be infested with EAB, they are asked to contact the Public Works Department immediately.

Consultation

One of the Village's certified arborists will meet with residents to help them determine if a tree on private property is an Ash tree. General assessments will be offered on the health of the tree (the tree looks healthy or does not look healthy), residents will be advised to contact an arborist for more specific diagnoses. If clear signs of the EAB are found on the tree in question, the Village Forester will notify the owner that the tree must be removed using methods for removal of EAB infested trees as approved by the Illinois Department of Agriculture (IDA). Consultations will be scheduled as requested and as staff time allows. There is no cost for consultation with the Village Forester.

Treatment

Property owners are allowed to treat their private Ash trees. Two common tree treatments for the EAB include Merit® and TREE-age®. Merit® is a soil drenching treatment applied at the base of the tree. TREE-age® is injected directly into the trunk of trees. Owners wishing to treat their private trees should contact a certified arborist to discuss treatment options. No treatment is 100% effective.

Removal

There is no permit fee for the removal of an Ash tree on private property.

Important Contact Information

Village of Brookfield www.brookfieldil.gov

Public Works Department (708)485-2540

Morton Arboretum www.mortonarb.org

United States Department of Agriculture www.stopthebeetle.info

Illinois Department of Agriculture <http://www.agr.state.il.us/eab>

Updating of this Management Plan

Due to the unknown nature of the rate of EAB infestation within Brookfield, this management plan will be reviewed by the Public Works Director or his designee on an annual basis to determine if the plan is commensurate with the current infestation level. Recommended changes will be brought to the Village Board for their advice and consent.